BK

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI PSE Projects

Agreement/ Subgrant No. 80-312

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee University of California at Davis

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and University of California at Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED
NOV 10 1980
PETER McNAMEE, Clerk
By Ruba Miyabara
DEPUTY

PROGRAM :	Upgrading Nematology Library		
MAILING ADDRESS :	312 Mrak Hall		
CITY & STATE :	Davis, CA	PHONE :	752-7300
PROGRAM DIRECTOR :	Emily Mast		

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980

The term of the SUBGRANT shall end on September 30, 1981

The total amount of the SUBGRANT is $8,988

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature Allen Smaw	By Signature X Arthur H Edmonds
Name and Title Date	ARTHUR H. EDMONDS Name and Title Date FOR OCT 2 1980 Twyla J. Thompson, Chairman Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the University of California at Davis hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 676 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

(e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The University of California at Davis is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Statement of Work to be Performed

(i) Enrollment and Termination Plan

(j) Operating Budget

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 8,988, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-312.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X Arthur H. Edmonds
ARTHUR H. EDMONDS
(Signature of Authorized Officer)
FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors
(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

______________________ 19____

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

____
Name of Subgrantee

Allen [illegible]
Authorized Signature

____
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Pequirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

______________________________ ______________________19______
(Legal Name of SUBGRANTEE) (Date)

____
(Signature of Authorized Officer)

____
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date:____________________

Date:____________________

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: ____________________

Fecha: ____________________

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

ROLES AND RESPONSIBILITIES

General guidelines for implementation of the Affirmative Action Program of the County of Yolo Employment and Training Administration (herein referred to as Agency) have been established within the existing organizational structure. They outline the roles and responsibilities at various levels of the program.

A. The County Administrative Officer

The primary responsibility for the Affirmative Action Program rests with the County Administrative Officer, but an Affirmative Action Officer is appointed to administer the Affirmative Action Program. The Affirmative Action Officer will report to the County Administrative Officer. The Affirmative Action Officer for the County of Yolo Employment and Training Administration shall be the Affirmative Action Officer for Yolo County.

B. Affirmative Action Officer

The Affirmative Action Officer is required to:

1. Advise the County Administrative Officer on the preparation of plans, procedures, regulations, reports and other matters pertaining to the agency's EEO Program.

2. Evaluate quarterly the sufficiency of the agency's EEO Program and submit evaluations to the County Administrative Officer with recommendations for improvement or correction, including recommendations for remedial or disciplinary action of managerial or supervisory employees who have failed in their responsibilities under the EEO Program.

3. Propose changes in YCETA programs and procedures to eliminate discriminating practices and improve the EEO Program.

4. Provide a system for counseling an aggrieved employee or applicant for employment who believes that he/she has been discriminated against because of age, sex, race, national origin, religion, beliefs, mental or physical handicap or political affiliation and attempt to resolve informally the matter raised by the aggrieved person.

5. Have written documentation that sub-grantees and contractors are aware of YCETA's Affirmative Action Program and have specific staffing and service goals they must attain in furtherance of this overall program (see Attachment I).

I. COMPLIANCE STATEMENT

I, ______________________________, AM RESPONSIBLE FOR

______________________________ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

____
SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED

SUMMARY

The goal of the proposed program is for the University of California, Davis to provide fifty-four (54) on-the-job training slots at UC Davis for CETA IIB eligible participants, including thirty-five (35) for new participants and nineteen (19) for those participants carried over from the previous fiscal year. After the training period, the program participants will be transitioned to regular full-time unsubsized positions. It is expected that at least forty-four participants will be served through the forty-four slots, although there is the possibility that we may be able to place more.

The proposed termination goals will be as follows:

a. 75% will successfully complete training and be employed by UC Davis

b. 5% will have other positive placements

c. 20% or less will have non-positive terminations

d. Because of low salary levels of other CETA titles, no participants will be intra- or inter-title transfers out of the activity except for emergency reasons.

This program will be provided at a cost not to exceed $115,250.

SERVICE DELIVERER

The University of California, Davis proposes to provide an on-the-job training program at the campus and at the University Medical Center, Sacramento. The purpose of this program is to provide employment and training opportunities for CETA eligible Yolo County residents who have not been able to enter the University system because of lack of skills and/or experience or who have experienced other barriers to employment. Upon successful completion of the training program, the participant will be transitioned into unsubsidized employment by the University.

The program will be administered by the Subsidized Employment and Training unit of the Personnel Office at UCD. This unit will be responsible for the development of job slots on campus and at the Medical Center and for the monitoring of the participant progress. The unit will also act in a coordinating and liaison capacity between UCD and the Participant Services Branch of the Prime Sponsor Manpower Division during the recruitment and selection phase.

APPROACH

Description of the OJT Program

Approximately thrity-five (35) new OJT positions will be developed between October 1, 1980 and September 30, 1981 at the campus and the Medical Center.

The positions to be developed range from entry level jobs requiring minimal skills and qualification to those requiring a skills training background.

The on-the-job training slots will be developed in departments that have declared that they have a vacancy that they wish to be filled with a CETA participant. The slots will be developed only in departments that will make a committment to hire the participant at the end of training provided the participant has successfully completed his/her training and the department has funds to transition. OJT slots are not developed in departments with a lay-off problem.

The program, as such, does not plan to make special efforts for alternative working arrangements. However, it will encourage departments to be flexible when working with the CETA participants when determining the work schedule for that employee.

Each department will be required to develop a regular, detailed training plan for each OJT participant. This will supplement the general plans submitted with this proposal. These training plans will be accomplished through the following procedure:

- During the first two weeks the participant is on the job, the hiring department will conduct an in-depth assessment of the skills of the participant in relationship to the needs of the job.
- A detailed training plan will be developed (in triplicate) by the department showing how those skills needed will be acquired through the training. One copy of this plan will be placed in the participant file at the STEP office, one will go to the participant and one will remain with the supervisor.
- As the monthly evaluations are filled the noted participant progress will be compared and evaluated against the plan.

The Dictionary of Occupational Titles method for determining the length of training for the on-the-job training will be used to determine the expected length of training. The training length will be determined in this manner: the training position is matched to the position described in the Dictionary of Occupational Titles; the second three digits of the DOT code are added, one to the other, and the sum is used as a training index; the training index is then referenced in the following table which shows minimum, maximum, and average length of training:

TRAINING RANGE (WEEKS)

Training Index	Minimum		Normal		Maximum	
	Weeks	Hours*	Weeks	Hours*	Weeks	Hours*
10	18	720	31	1240	44	1760
11	17	680	31	1200	43	1720
12	17	680	29	1160	41	1640
13	16	640	27	1080	38	1520
14	15	600	25	1000	35	1400
15	14	560	23	920	32	1280
16	13	520	21	840	29	1160
17	12	480	19	760	26	1040
18	11	440	17	680	23	920
19	10	400	15	600	20	800
20	9	360	13	520	17	680
21	8	320	11	440	14	560
22	7	280	9	360	11	440
23	6	240	7	280	8	320

The training plan including proposal length of training determined within the range above is sent to the Manpower Division for approval. If no communication is received from the Manpower Division within 5 working days, UCD will proceed with the implementation of the plan. If the Manpower Division feels that the training length is too long or too short, UCD will meet with the Manpower Division to work out a mutually acceptable training plan and length of training.

Coordination

a. Participant Selection

Participant selection and assignment to an OJT slot will be a joint responsibility of the University and the Participant Services Branch of the Yolo County Prime Sponsor.

The following stops will define the process of recruitment, intake, and enrollment of participants.

- Participant eligibility determination be handled by the prime sponsor
- The participant assessment and employability development plan EDP be handled by the prime sponsor (except the training plan portion, which will be handled by UC Davis)

- When the University staff develops an OJT slot on campus or at the Medical Center, the Prime Sponsor will be notified, and participants will be referred by the Prime Sponsor to the applicant pool based upon the participant employability development plan and in accordance with the significant segment goals within 12 working days of the notification.
- The UC Davis STEP staff will screen the applicant pool to determine those who meet the minimum qualifications for the position
- The UC Davis hiring department will make the final selection.

b. Participant Services

Ordinarily support services are not made available by the University to CETA-OJT participants. It is felt that they, as with any other employee, should be able to meet regular expenses, like child care or transporation, through their own resources. However, there are times when emergencies arise, such as a car breaking down or the person needing temporary shelter, when supportive services are needed.

When these kinds of emergencies arise, there is an employee loan fund that the participant can turn to for help. If the participant is in need of help, they just need to contact the STEP staff who will help them secure the needed resources. This loan fund is financed by University funds and is at no cost to the Prime Sponsor.

c. Employment Development Plan

The Participant Services Branch of the Prime Sponsor will develop the first four sections of the Employability Development Plan which includes the assessment data, the barriers to employment, the specific employment and training needs; and the specific services and activities to be developed to meet those needs. The participant would be referred to an OJT slot vacancy in accordance with the plan.

The University will develop the fifth section of the EDP which is an individualized plan for transition from CETA program activities to placement in unsubsidized employment. As stated previously the training department will develop an individualized training plan for each participant. During training written evaluations are completed monthly on each trainee by the supervisor. The evaluation form is returned to the STEP office for review. If the trainee is progressing satisfactorily, no action is taken. If the trainee or the department is evidencing any problems, the STEP personnel contact the appropriate person and attempt to correct the problem so that the training may progress satisfactorily.

The employability plan (training section) will be up-dated (if the need arises) through consultation between the STEP office, the participant, the department in which the participant is employed. Changes in the length of training will be cleared with the Prime Sponsor.

d. Coordination with other Agencies

UCD/UMC carries on an extensive Outreach Program throughout Yolo County. The Outreach Program maintains contact with various minority organizations in the county explaining the UCD/UMC employment system and the opportunities for employment at UCD/UMC.

In addition, the STEP office maintains direct contact with the Employment Development Department, State Department of Rehabilitation, the State Personnel Board and a variety of community and manpower agencies.

As indicated through this proposal, the UCD STEP will work very closely with the Participant Services Branch for various aspects of the CETA program. The Prime Sponsor will be a major recruitment source for all of the STEP programs on campus and at UMC. The Participant Services Branch will make referrals to the STEP office and will certify that the applicant is CETA eligible.

Budget

The maximum reimbursement requested during the training period will not exceed 50% of the participant wages as per 676.25-2 (F) (1) of the CETA regulations.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 [illegible]rst Street, Woodland, Californ[illegible] 95695

CETA OPERATING BUDGET

TITLE: IIB

CONTRACT NO. ________

☒ ORGINAL

☐ REVISION NO. ________

DATE July 14, 1980

Subgrantee Name and Address:

U.C. Davis
312 Mrak Hall
Davis, Ca. 95616

Contact Person: Emily Mast

Phone 752-7300

Period: From Oct. 1, 1980 To Sept. 30, 1981

Program Name: OJT

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.			11,344						11,344
NOV.			13,344						13,344
DEC.			3844						3844
JAN.			4844						4844
FEB.			6344						6344
MAR.			7844						7844
APR.			9344						9344
MAY			10,344						10,344
JUNE			11,344						11,344
JULY			12,344						12,344
AUG.			12,844						12,844
SEPT.			11,466						11,466
TOTAL			115,250						115,250

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.					10922	422		11,344
NOV.					12922	422		13,344
DEC.					3422	422		3844
JAN.					4422	422		4844
FEB.					5922	422		6344
MAR.					7422	422		7844
APR.					8922	422		9344
MAY					9922	422		10,344
JUNE					10922	422		11,344
JULY					11922	422		12,344
AUG.					12422	422		12,844
SEPT.					10930	536		11,466
TOTAL					110072	5178		115,250

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Dr. Fredric W. Hill, Associate Dean of Research
Name and Title of Authorized Official

Signature

Shanna [illegible] 9-24-80
Fiscal Officer Date

Lawrence L Clayton Jr 9-24-80
CETA Director Date

YC 106 (10-79)

OPERATING BUDGET

CONTRACT NO. ____________________

SUBGRANTE[illegible]E AND ADDRESS

U.C. Davis
312 Mrak Hall
Davis, Ca. 95616

ON-THE-JOB TRAINING	TOTAL	OCT	NOV	DEC	JAN
TRAINING					
Staff Salaries	5072	422	422	422	422
Staff Fringe Benefits	5072	422	422	422	422
Staff Travel					
Special Program Technical Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES					
Staff Salaries	5073	422	422	422	422
Staff Fringe Benefits	5073	422	422	422	422
Staff Travel					
Special program techical assist.					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - ON-THE-JOB TRAINING	$10,145	844	844	844	844
OJT REIMBURSEMENT 54 slots @ $500/mo/slot	$105,000	10,500	12,500	3000	4000

YC 104c (revised 10/79)

ON-THE-JOB TRAINING

OPERATING BUDGET

CONTRACT NO. ____________

SUBGRANTE[illegible]ME AND ADDRESS

U.C. Davis
312 Mrak Hall
Davis, Ca. 95616

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
422	422	422	422	422	422	422	430
422	422	422	422	422	422	422	430
422	422	422	422	422	422	422	536
422	422	422	422	422	422	422	431
							105.
844	844	844	844	844	844	844	966
5500	7000	8500	9500	10,500	11,500	12,000	10,500

YC 104c (revised 10/79)

Emily Mast
U.C. Davis
312 Mrak Hall
Davis, Ca. 95616
hone 752-7300

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDETING

Positions and Salaries Schedule

Period From 10-1-80 To 9-30-81

Contract No. ____

Title/Subtitle IIB

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACATION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON-ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER
STEP COORDINATOR	$2224	5	12	$1334		1334		1334		1334			
ASS'T COORDINATOR	1886	25	12	5658		5658		5658		5658			
PERSONNEL ASS'T	1051	25	12	3153		3153		3153		3153			
		TOTAL		10,145				10,145		10,145			

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IIB

Program: U.C. Davis	☒ Original	☐ Revision #
Fiscal Year: 1981	Date: 9-23-80	Annual Plan Mod. #

ENROLLMENTS AND TERMINATIONS	%	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
I. Total Cumulative Enrollments	54	21	23	25	27	30	33	38	42	46	50	54	54
II. Significant Segment Enrollment - Cumulative	100%	▨	▨	▨	▨	▨	▨	▨	▨	▨	▨	▨	▨
A. Male	46	10	11	12	13	14	16	18	20	22	23	25	25
B. Female	54	77	12	13	14	16	18	21	23	25	27	29	29
C. 19 and Under	5	0	0	0	0	0	0	0	1	2	3	3	3
D. 20 - 21	17	0	0	1	2	3	4	5	6	7	8	9	9
E. 22 - 44	72	21	23	24	25	27	29	33	35	36	36	39	39
F. 45 - 54	4	0	0	0	0	0	0	0	0	1	2	2	2
G. 55 and Over	2	0	0	0	0	0	0	0	0	0	1	1	1
H. White-not Hispanic	64	15	16	19	18	20	22	26	29	37	32	35	35
I. Black-not Hispanic	4	1	1	1	1	1	1	1	1	1	2	2	2
J. Hispanic	26	4	5	6	7	8	9	10	11	12	13	14	14
K. American Indian	2	0	0	0	0	0	0	0	0	0	1	1	1
L. Asian-Pacific Islander	4	1	1	1	1	1	1	1	1	1	2	2	2
III. Target Groups	▨	▨	▨	▨	▨	▨	▨	▨	▨	▨	▨	▨	▨
A. High School Dropout	9	0	1	1	2	2	3	3	4	4	5	5	5
B. AFDC Family Member	17	0	0	1	2	3	4	5	6	7	8	9	9
C. Veteran	7	0	0	1	1	2	2	3	3	4	4	4	4
D. Limited English	2	0	0	0	0	0	0	0	0	0	0	1	1
E. Handicapped	2	0	0	0	0	0	0	0	0	0	0	1	1
F. Ex-Offender	2	0	0	0	0	0	0	0	0	0	0	1	1
G.													
H.													
I.													
J.													
K.													
L.													

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title ________

Program: University of California, Davis	☒ Original	☐ Revision #________
Fiscal Year: 1980-81	Date 09/25/80	Annual Plan Mod. #______

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	21	23	25	27	30	33	38	42	46	50	54	54
B. Total Enrollments by Month........	21	2	2	2	3	3	5	4	4	4	4	0
1. New Enrollment................	2											
2. Title and Subpart Transfers....												
3. Carried Over Last Year.........	19	▨	▨	▨	▨	▨	▨	▨	▨	▨	▨	▨
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	5	12	18	21	23	25	27	30	33	36	39	42
D. Total Terminations by Month.......	5	7	6	3	2	2	2	3	3	3	3	3
1. Entering Employment...........	5	6	4	2	0	0	2	2	2	2	3	3
a. Direct Prime...............												
b. Direct ES..................												
c. Indirect...................	5	6	4	2	0	0	2	2	2	2	3	3
d. Indirect (Other)...........												
2. Title and Subpart Transfers....												
3. Additional Positive...........	0	0	0	0	1	1	0	0	0	0	0	0
a. School.....................												
b. Other Manpower.............												
c. Non-placement Objective Completed................												
4. Other.........................	0	1	2	1	1	1	0	1	1	1	0	0
5. Intratitle....................												
E. CURRENT ENROLLMENT (A-D)	16	11	7	6	7	8	11	12	13	14	15	12

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI PSE Projects

Agreement/
Subgrant No.

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee University of California at Davis

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and University of California at Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM :	Upgrading Nematology Library		
MAILING ADDRESS :	312 Mrak Hall		
CITY & STATE :	Davis, CA	PHONE :	752-7300
PROGRAM DIRECTOR :	Emily Mast		

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980.

The term of the SUBGRANT shall end on September 30, 1981.

The total amount of the SUBGRANT is $8,988.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title Date	Name and Title Date Twyla J. Thompson, Chairman Board of Supervisors

Type Name and Title of Authorized Officer

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The University of California, Davis, Upgrading Library is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Project Contract Narrative

(i) Opperating Budget

(j) Prime Sponsor Significant Segment Goals for Public Service Employment

(k)

(l)

(m)

(n)

(o)

PROJECT CONTRACT NARRATIVE

I. Project Abstract

Nematology department has a backlog of publications and other materials that need to be inventoried, catalogued and shelved so the material can be made more readily accessible to the faculty, students, staff and local agriculturalists.

This project will provide the help needed to upgrade the library. The activities to be accomplished includes inventorying what is presently available, cataloguing and shelving that; reviewing new materials, ordering that material, cataloguing and shelving it and occassionally providing other help as needed pertaining to the project.

This project will benefit not only the University but also the county by placing the Nematology data storage and retrival at a high state of competancy and availibility.

VI. PSE Project Upgrade Nematology Library

Goals	OBJECTIVES
1.0 Bring current incoming library reference material for use by Nematology faculty, students, state and county agricultural researchers and local agricultural farmers	1.1 By 30 Sept. 1981 the reference library will be reorganized and all current materials catalogued and shelved.

V. ACTIVITIES AND TIMELINES

OBJECTIVE(S): 1.1 Reference library reorganized and all current materials catalogued and shelved

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
1.1.1 Recruit, select and orient CETA participant to project	Yolo County STEP Office Nematology Dept.	1 Nov. 1981	xxxxx											
1.1.2 Catalogue existing materials in library	CETA participant	30 Sept. 1981		xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	xxx	x[illegible]
1.1.3 Review new publications for purchase	CETA participant	30 Sept. 1981						xxxx	xxxx	xxx	xxx	xxx	xxx	xxx
1.1.4 Order, catalogue and shelve new publications	CETA participant	30 Sept. 1981							xxx	xx	xxx	xx	xxx	xxx

VI COORDINATION

UCD/UMC carries on an extensive Outreach Program throughout Yolo County. The Outreach Program maintains contact with various minority organizations in the county explaining the UCD/UMC employment system and the opportunities for employment at UCD/UMC.

In addition, the STEP office maintains direct contact with the Employment Development Department, State Department of Rehabilitation, the State Personnel Board and a variety of community and manpower agencies.

This project does not need to be coordinated with any other agency or department.

VII POSITION SPECIFICATIONS

JOB TITLE: Library Collections Trainee (Assistant III Classifications)

AGENCY: UC Davis
Nematology

QUALIFICATIONS: Follow written and oral instructions ability to type accurately

EXPERIENCE: None

EDUCATION: Graduation from High School or GED

DUTIES:

1. Invertory of library materials; books, periodicals, abstracts, journals, reprints.
2. Types and files all new author and subject cards.
3. Checks in all new library material and routes to faculty and/or museum scientist for catologued in preparation for indexing.
4. Continues with numerical indexing for retrieval of all new incoming reprints.
5. Checks out material for loan; follows up on return of material.
6. Files all returned material.
7. Sorts unindexed reference items by checking for duplication.
8. types, cuts and staples folders for references and lists for ciruclation.

SALARY: $738.00

TRAINING PLAN: During the first two weeks on the job, the skills of the participant will be assessed in relationship to the job for which hired. At that time a detailed training plan will be developed for the participant.

At the least the participant will acquire the skills needed to carry out duties of the job.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 [illegible]st Street, Woodland, Californ[illegible] 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. ______

☒ ORGINAL ☐ REVISION NO. ______

DATE 9-16-80

Subgrantee Name and Address:
U.C. Davis
312 Mrak Hall
Davis, CA 95616

Contact Person: Emily Mast
Phone 752-7300
Period: From 10-1-80 To 9-30-81
Program Name: Upgrading Nematology Library

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						749			749
NOV.						749			749
DEC.						749			749
JAN.						749			749
FEB.						749			749
MAR.						749			749
APR.						749			749
MAY						749			749
JUNE						749			749
JULY						749			749
AUG.						749			749
SEPT.						749			749
TOTAL						8,988			8,988

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			702	47				749
NOV.			702	47				749
DEC.			702	47				749
JAN.			702	47				749
FEB.			702	47				749
MAR.			702	47				749
APR.			702	47				749
MAY			702	47				749
JUNE			702	47				749
JULY			702	47				749
AUG.			702	47				749
SEPT.			702	47				749
TOTAL			8,424	564				8,988

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Allen G Marr
Name and Title of Authorized Official

Fiscal Officer 9-24-80
Date

Signature

CETA Director 9-24-80
Date

YC 105 (10-79)

YOLO COUNTY MANPOWER DIVISIO
500 First Street
Woodland, CA 95695

VIII. INDIVIDUAL BUDGET

1. Name of Agency: UC Davis
2. Title VI Project Name: Upgrade Nematology Library
3. Position Title: Library Collections Trianee
4. Date Submitted: 31 July 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary per month	$ 738	$ 702
a. Base Salary	$ 738	$ 702
b. Additional Holiday Pay	$	$
c. Additional Shift Differential Pay	$	$
d. Overtime Pay	$	$
8. Fringe Benefits		
a. Social Security ....________%........	$ 0	$ 0
b. Medical Insurance @ 5.23%	$ 38.60	$ 36.72
c. Dental Plan	$	$
d. Uniform Allowance	$	$
e. Workers' Compensation @ 1.05% Rate X Experience Rating X (Salary ÷ 100) ____ X ________ X ____ = ...	$ 7.75	$ 7.37
f. Mileage ________ miles @ ________ per mile	$	$
g. Other (specify)		
Life Insurance @ .10%	$ .74	$ .70
Non Industrial @ .29%	$ 2.14	$ 2.05
9. Total Fringe Benefits Cost	$ 49.23	$ 46.84
10. Total Position Cost	$ 787.23	$ 748.84
11. Anticipated Salary Increases		
a. Cost of Living		
5 % Effective Date 1 July 1981	$ 37.00	$ 0
____ % Effective Date ________	$	$
b. Step Increases		
____ % Effective Date ________	$	$
____ % Effective Date ________	$	$
12. Estimated Annual Cost (12 month period from October 1, 1980 - September 30, 1980)		
a. Wages	$ 8967	$ 8424
b. Fringe Benefits	$ 598	$ 564
c. Total	$ 9565	$ 8988

13. Number of Positions being requested 1.

14. Prepared by: Emily Mast

YC 101

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female - 55%
Male - 45%
14-19 - 5%
20-21 - 17%
22-44 - 67%
45-54 - 7%
55+ - 4%

American Indian/ Alaskan Native - 2%
Asian/Pacific Islander - 3%
Black - 4%
Hispanic - 30%
White - 61%
Handicapped - 5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature

Date

BK

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI PROJECTS

Agreement/
Subgrant No. 80-313

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee Valley Oak Institue for Voter Participation, Inc.

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and The Valley Oak Institue for Voter Participation, Inc. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

NOV 5 1980

PETER McNAMEE, Clerk
By Peter McNamee
DEPUTY

PROGRAM	: Citizen Participation/Education Project	
MAILING ADDRESS	: 433 Russell Blvd.	
CITY & STATE	: Davis, CA 95616	PHONE : 758-5655
PROGRAM DIRECTOR	: Terry Marcelle	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 01, 1980

The term of the SUBGRANT shall end on September 30, 1981

The total amount of the SUBGRANT is $39,612.00

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature Terry Marcelle	By Signature Arthur H. Edmonds
Name and Title Date Terry Marcelle 10/20/80 Executive Director	ARTHUR H. EDMONDS Name and Title FOR Date ~~80~~ Twyla J. Thompson, Chairman Board of Supervisors OCT 2 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Valley Oak Institute for Voter Participation hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to reselve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Valley Oak Institue for Voter Participating, Inc is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Project Contract Narrative

(i) Opperating Budget

(j) Prime Sponsor Significant Segment Goals for Public Service Employment

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $39,612.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has receivēd any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80 - 313.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

x Arthur H Edmonds

ARTHUR H. EDMONDS

(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

Valley Oak Institute for
Voter Participation, Inc.

(Legal Name of SUBGRANTEE)

Terry Mandle

(Signature of Authorized Officer)

October 28 1980
(Date)

Executive Director
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Valley Oak Institute for Voter Participation, Inc
Name of Subgrantee

Terry Marcelle
Authorized Signature

11/4/80
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Pequirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Valley Oak Institute
(Legal Name of SUBGRANTEE)

Nov. 4 19 80
(Date)

Terry Marcelle
(Signature of Authorized Officer)

Executive Director
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date:____________________

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date:____________________

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: ______________________

Fecha: ______________________

I. COMPLIANCE STATEMENT

I, Terry Marcelle, AM RESPONSIBLE FOR

Valley Oak Institute AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Terry Marcelle
SIGNATURE OF THE PERSON RESPONSIBLE

I)

PROJECT ABSTRACT

The purpose of the Valley Oak Institute Citizens Participation/Education-Project is to expand citizen involvement and participation in government. The project will target the population of citizens who are presently disenfranchised and alienated from our governmental process. The project is an all encompassing endeavor to develop educational tools and citizen participation workshops which will begin to involve the disenfranchised in our government.

Through a program of research, educational workshops, citizenship classes and the creation of a citizens participation handbook, the project will educate and involve those citizens traditionally on the outside of our democratic process.

The requested funding would provide support for the initial year of the project. The Yolo county voter survey and the citizens participation handbook will be completed in 12 months. The high school voter education program and the citizenship program will be firmly established by the end of 12 months, at which time these programs will become self-sustaining.

All of the citizens of Yolo county will benefit from this project. This project is an effort to make democracy work in Yolo county. With the increased involvement of many more Yolo county citizens, the entire county will profit from the workings of a true democracy.

PSE Project: Citizens Participation/Education Project

Goals	OBJECTIVES
1.0 : To increase citizen participation in the governmental process of Yolo county by breaking down the "mystique" of the voting process.	1.1. By October 31, 1980, the Valley Oak Institute will have provided the necessary training to the Citizen Participation/Education-Project employees so that they will have a thorough understanding of the nature and importance of citizen participation in our democracy. 1.2 By December 31, 1980, the Citizens Participation/Education-Project staff will have mede the necessary contacts and will have conducted the preliminary research in order to commence with their programs.
2.0 : To provide a high school voter-education program in at least one Yolo county high school, to provide citizenship classes for non-citizens of Yolo county, to conduct a county wide survey of voters and non-voters to discover the cuases of citizen apathy, and to create a handbook for use by citizens and the media to promote citizen participation in government.	2.1 By March 31, 1981, the high school voter education program should have developed a presentation and slide show for use in high school classes; the county-wide survey should be developed and in progress; the media handbook will have been researched, and citizenship classes will have been designed with input from the community. 2.2 By May 31, 1981, mock elections will have been held in one area high school, the survey will be in progress, the handbook should be written, citizenship classes will have been held.

PSE Project : Citizens Participation/Education Project

Goals	OBJECTIVES
2.0 : Continued.	2.3 During the eighth to twelfth months of funding the high school-voter education coordinator will have made contacts with at least three high schools in Yolo county, in order to make the presentation and slide show available to these schools during the fall of 1981. 2.4 The county wide survey will have been completed by July 31, 1981 and the results will be in the process of being tabulated. 2.5 By July 31, 1981, the coordinator of the citizens participation-handbook should be distributing them around the county and promoting their use. 2.6 By July 31, 1981, the citizenship classes should be held on a consistent basis and the coordinator of this program should be doing public relations work to increase attendance at the classes. 2.7 By September 30, 1981, long term funding will have been found for the high school voter education program and the citizenship classes, the survey will be complete and the handbook complete and distributed.

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 1.1 By October 31, 1980, the Valley Oak Institute will have provided the necessary training to the Citizen Participation/Education Project employees so that they will have a thorough understanding of the nature and importance of citizen participation in our democracy.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
1.1.1 Orientation	Valley Oak Staff	10/31/80	├──┤											
1.1.2 Train employees with regards to citizen participation	Valley Oak Staff	10/31/80	├──┤											
1.1.3. Begin work on actual programs.	Valley Oak Staff and Citizens-Participation/ Education Project Staff	10/31/80	├──┤											

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 1.2 By December 31, 1980, the Citizens Participation/Education Project staff will have made the necessary contacts and will have conducted the preliminary research in order to commence with their programs.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
1.2.1 High school voter education coordinator will have contacted various local highschools regarding the establishment of a program at their school	High School Voter-Education Coordinator	12/31/80		—	—									
1.2.2 The survey coordinator will have conacted the County-Clerks office regarding how to conduct such a survey.	Survey Coordinator	12/31/80		—	—									
1.2.3 The media handbook coordinator will have contacted local media regarding how to produce such a handbook.	Citizens Participation Handbook-Coordinator	12/31/80		—	—									
1.2.4 The citizenship coordinator will have sought public input regarding how to develop a citizenship class.	Citizenship Class Coordinator	12/31/80		—	—									

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 2.1 By March 31, 1981 the high school voter education program should have developed a presentation and slide show for use in high school classes; the county wide survey should be developed, the media handbook will have been researched, and citizenship classes will have been designed.

TASKS		RESPONSIBILITY	DATE ACCOMP.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
2.1.1	High school voter education presentation researched and written.	Coordinator	3/31/81				—	—	—						
2.1.2	Slide show developed.	Coordinator	3/31/81				—	—	—						
2.1.3	Survey researched and formulated.	Coordinator	3/31/81				—	—	—						
2.1.4	Media handbook researched and writing begun.	Coordinator	3/31/81				—	—	—						
2.1.5	Citizenship classes designed with input from interested public parties.	Coordinator	3/31/81				—	—	—						

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 2.2 By May 31, 1981, mock elections will have been held in one area high school, the survey will be in progress the handbook should be written, and citizenship classes will have been held.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept
2.2.1 Contact made with Yolo County Clerk to conduct mock elections in at least one area high-school.	Coordinator	5/31/81							▬	▬				
2.2.2 The survey will be in progress; over the phone, in person, and through written communication.	Coordinator	5/31/81							▬	▬				
2.2.3 Handbook for citizen-participation will be written.	Coordinator	5/31/81							▬	▬				
2.2.4 Citizenship classes will held on a regular basis at a site convenient to the participants.	Coordinator	5/31/81							▬	▬				

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 2.3 During the eighth month to the twelfth months of funding the high school voter education coordinator will have made contacts with at least three high schools in Yolo county, in order to make the presentation and the slide show available to these schools during the fall of 1981.

TASKS		RESPONSIBILITY	DATE ACCOMP.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept
2.3.1	Contact area high schools to discover people interested in having the presentation and slide show presented at their school.	Coordinator	7/31/81									—	—		
2.3.2	Find three interested high schools; prepare for presentation.	Coordinator	8/31/81									—	—	—	
2.3.3	Obtain materials needed to present slide show.	Coordinator	9/30/81									—	—	—	—
[illegible].3.4	Obtain voting apparatus from County Clerks office or appropriate source.	Coordinator	9/30/80									—	—	—	—
2.3.5	Make presentations and hold mock elections.	Coordinator	9/30/81									—	—	—	—

ACTIVITIES AND TIMELINES

ECTIVE(S): 2.4 The county wide survey will have been completed by July 31, 1981 and the results will be in the process of being tabulated.

	TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct.	Nov	Dec	Jan	Feb	Mar.	Apr.	May	June	July	Aug.	Sept
2.4.1	The random sampling of Yolo county voters and non-voters will have been taken.	Coordinator	7/31/81							—	—	—	—		
2.4.2	Results will begin to be tabulated.	Coordinator	7/31/81									—	—		
2.4.3	Upon completion of tabulation, the results shall be made public.	Coordinator/ Valley Oak Staff	8/31/81									—	—	—	
2.4.4	A final report shall be written by the coordinator.	Coordinator	9/30/81									—	—	—	—

ACTIVITIES AND TIMELINES

ECTIVE(S): 2.5 By July 31, 1981, the coordinator of the citizens participation handbook should be distributing them around the county and promoting their use.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
2.5.1 Give handbooks to schools, clubs, service organizations, businesses and all local media.	Coordinator	7/31/81									—	—		
2.5.2 Work on the development 10, 20 and 30 second commercials promoting citizen participation, in conjunction with local radio stations.	Coordinator	8/31/81									—	—	—	
2.5.3 Coordinator will speak to clubs and organizations to promote the handbook.	Coordinator	8/31/81									—	—	—	

ACTIVITIES AND TIMELINES

JECTIVE(S): 2.6 By July 31, 1981, the citizenship classes should be held on a consistent basis and the coordinator of this program should be doing public relations work to increase attendance at the classes.

TASKS		RESPONSIBILITY	DATE ACCOMP.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
2.6.1	Improve and revise content of citizenship class; seek outside guest speakers and consultants.	Coordinator	7/31/81									—	—		
2.6.2	Insure that a permanent site for classes has been secured.	Coordinator	8/31/81									—	—	—	
2.6.3	Coordinator should speak to service organizations and interested and related groups in order to promote the citizenship classes.	Coordinator	9/30/81									—	—	—	—

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 2.7 By September 30, 1981, long term funding will have been found for the high school voter education program and the citizenship classes, the survey will be complete and the handbook complete and distributed.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
2.7.1 The Valley Oak staff and the high school voter education program and citizenship program coordinators will obtain long term funding for these respective projects	Coordinators/ Valley Oak staff	9/30/81										—	—	—
2.7.2 The Yolo county wide voting trends survey will be complete, and the final report will be finished.	Coordinator	9/30/81										—	—	—
2.7.3 The citizens participation handbook will have been distributed througout Yolo county and radio commercials will have been aired to promote citizen participation in government.	Coordinator	9/30/81										—	—	—

VI. Coordination

The Citizens Participation/Education Project will attempt to coordinate with numerous agencies in Yolo county. For the high school voter-education project, all efforts will be made to receive advice and consultation from the Yolo County Clerks office. The County Clerks office should be extremely helpful in all phases of the project. We have received assurances from the Clerks office that the programs we are undertaking do not presently exist in Yolo county. We expect the County Clerk to provide help in setting up the survey, guidelines for the handbook and assistance in conducting the mock election.

An attempt will also be made to coordinate with the Hispanic communities of Yolo county. The Farmworkers Service Center and Mexican/American-Concilio will be contacted with regards to developing the citizenship program. We believe these two groups will be extremely helpful in the creation of this program.

Letters of coordination follow.

RECEIVED AUG 8 1980

COUNTY OF YOLO
Woodland, California
95695

Peter McNamee
COUNTY CLERK
P.O. BOX 1098

916-666-8204

August 7, 1980

TO: Yolo County Manpower Division
Attn: Larry Clayton

SUBJECT: Grant Proposal, Valley Oak Inst.

Dear Larry;

It has come to my attention that Valley Oak Institute for Voter Participation, Inc., has submitted an application for funding under Title VI, Public Service Projects. After a careful review of this project I would like to offer my endorsement of the proposed project. I feel that there is a serious need in the community to address the problem of voter apathy from a non-partisan perspective. This project will go a long way towards meeting that need.

I would also like to add that I see no duplication in any way between Valley Oak's project and the one submitted by my office. On the contrary, I feel that the Valley Oak proposal deals with substantially different question of voter apathy while our proposal deals with targeting of unregistered populations. My office will of course be happy to assist Valley Oak in any way we can to facilitate the successful completion of their project.

Sincerely,

Pete McNamee
Peter McNamee

PM:sp

cc: Terry Marcelle
433 Russell Blvd.
Davis, CA

CALIFORNIA VOTER
REGISTRATION
EDUCATION PROJECT

2248 Eighth AVENUE
SACRAMENTO, CA 95818
(916) 443-6165

Terence Marcelle
Executive Director
Valley Oak Institute
433 Russell Blvd.
Davis, CA 95616

Dear Mr. Marcelle,

Thank you very much for the information you sent me on your organization. Yes, we would be interested in receiving information on voter registration in your area. Our contact in Davis is Rene Quintanilla, 2737 Danube, Davis, 95816, 758-5959. I believe he tried to get in touch with you about two years ago to discuss Hispanic voter registration in Yolo and Sonoma counties, but was unable to do so.

First of all, we do maintain an office in California, but our voter registration is done through Southwest Voter Registration and Education Project, of which the California project was a subsidiary. Most of our registration drives occur in areas that have high Hispanic populations. This year we targeted several cities in the San Joaquin Valley . Next year we will conduct a more concentrated campaign in areas which have been targeted as a result of the 1980 Census returns.

Enclosed please find a brochure that sets for Southwests's activities in the Southwest.

In California, the following counties have a high concentration of agricultural domestic workers-- most of whom are of Hispanic origin:

1. Fresno
2. Tulare
3. Kern
4. Ventura
5. Riverside
6. Monterey
7. Los Angeles
8. San Joaquin
9. San Diego
10. Imperial
11. Merced
12. Orange
13. Stanislaus
14. San Bernardino
15. Santa Barbara
16. Kings
17. Madera
18. Sonoma
19. Santa Clara
20. Santa Cruz
21. Yolo
22. Napa
23. Sacramento
24. Butte
25. Alameda
26. San Mateo
27. Solano
28. San Luis Obispo
29. San Benito
30. Sutter
31. Glenn

As you can see, Butte, Yolo and Sonoma counties do not rank high on the list. The interesting thing about this list, which was compiled with domestic worker workforce estimates, is that individuals in the upper ranks appear to show a stable work force, since the ranking includes seasonal workers, most of whom are local (in some counties, they comprise up to 80 percent of the domestic workforce). What this means to those of us who do voter registration in rural areas (such as yourself), is that we must begin concentrating on on citizenship classes for those families who reside in rural areas, but are not able to vote because of citizenship problems.

We hope you put the information to use.

Sincerely,

Lilia Molina, Member
Board of Directors
Southwest Voter Registration and Education Project

cc: Rene Quintanilla
Ellie Peck, Community Services Census Representative
Ron Dealisio,Healdsburg Clinic
Willie Velasquez, Southwest Voter Registration & Education Project

JACK J. POTTER, SUPERINTENDENT

YOLO COUNTY OFFICE OF EDUCATION

September 16, 1980

The Honorable Twyla Thompson, Chair
Yolo County Board of Supervisors
Courthouse - Room 104
Woodland, CA 95695

Dear Twyla:

I can certainly support the Valley Oak Institute for Voter Participation's request for CETA positions. I am particularly pleased that the Institute sees their mission in broad terms beyond just voter registration.

The schools do need help in teaching democracy. The low voter registration is indicative of a serious malady affecting our youth - cynicism. Schools are generally successful in training activities but education seems to be becoming more and more difficult to achieve. The education of the voter-to-be to understand the system and subsystems and to recognize that participation can make a difference is a tremendous task, especially in the prevailing climate of 1980.

The Valley Oak Institute appears to be accepted by the schools, therefore, I would urge consideration of their request. It just might help.

Sincerely,

Jack J. Potter

Jack J. Potter
County Superintendent of Schools

JJP:mc

ESPARTO UNIFIED SCHOOL DISTRICT
705 OMEGA STREET
ROUTE 1, BOX 182
ESPARTO, CALIFORNIA 95627
(916) 787-3446

ESPARTO ELEMENTARY
(916) 787-3417

ESPARTO HIGH SCHOOL
(916) 787-3405

September 17, 1980

Dear Members of the Board:

On Tuesday, September 16, 1980, I met with a representative of the Valley Oak Institute. He described a proposed program of voter registration and voter education for the high school students of Yolo County to me. I was informed that the Valley Oak Institute was requesting funding from the County of Yolo to develop such a program.

The plan for developing such a voter education program appears to be a good one. The program, as described to me, would certainly compliment the efforts of our school in developing an understanding for and appreciation for our system of government. I support such a program and urge theBoard to give consideration to and funding for such a program.

Sincerely,

Edward R Traverso

Edward R. Traverso
Superintendent

WINTERS JOINT UNIFIED SCHOOL DISTRICT

47 MAIN ST. WINTERS, CA 95694 795-4588 / 795-4589

JOHN R. GRAF, DISTRICT SUPERINTENDENT

BOARD OF TRUSTEES

VERA M HERRALA
PRESIDENT

GILBERT A. SEBASTIAN
CLERK

MARSHA ANDERSON
GEORGE CASTRO
JON H. LINDEMAN
PATTY MARER
ROBERT YATES

STUDENT REPRESENTATIVE
LARRY PISANI

PRINCIPALS

FRANK V. PIGNATARO
WINTERS HIGH SCHOOL
795-4585

WILLIAM H. OSER
WOLFSKILL HIGH SCHOOL
795-4402

JOHN ATHERTON
WINTERS JUNIOR HIGH
795-4111
SIXTH GRADE CENTER
795-4477

PAUL IRIBARNE
WAGGONER ELEMENTARY
795-4119

9/17/80

Dear Sir:

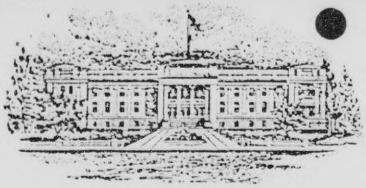
I would like to offer my support and endorsement of the proposed CETA project which the Valley Oak Institute for Voter Participation, Inc., has submitted.

I feel this grant would be of great value to our present curriculum, and supplement materials already being used. It's refreshing that in an age of voter apathy that a program of this type would be developed to help initiate motivation for voters to get involved.

We at Winters High School strongly recommend the acceptance of the proposed grant.

Sincerely,

Frank V. Pignataro
Principal



COUNTY OF YOLO
Woodland, California 95695

PETER McNAMEE, County Clerk
[redacted]
(916) 666-8204
P.O. Box 1820

9/17/80

To: Terry Marcelle
Director Valley Oak Institute Inc.

From: Peter McNamee,
Yolo County Clerk

Subject: Voter Outreach Coordinator

In regard to our conversation of September 9, 1980; as I stated based on my reading of your proposal, I see no inherent duplication between what you propose to do and what the County Voter Outreach Coordinator will be doing. It is certainly my intent to avoid any duplication of effort, and I would be happy to coordinate with you to insure no duplication occurrs.

Sincerely,

Peter McNamee

Robert L. Trigg • Superintendent

Davis Joint Unified School District 526 B Street • Davis, CA 95616 • 916/756-0464

September 8, 1980

Twyla Thompson
Chairperson
Board of Supervisors of
Yolo County
Woodland, California 95695

Dear Twyla:

A representative of the Valley Oak Institute for Voter Participation, Inc. has described to me the proposed plan to provide a voter registration and voter education program directed at high school students in Yolo County. This plan needs the help of a CETA person so that the program can service the five high schools of Yolo County.

The proposed activities and services would effectively supplement the effort our school is making toward citizenship education. It is extremely important to encourage early participation in the election process by the young voters. The proposed project would be a step in the right direction.

Sincerely,

Craig Armstrong

Craig Armstrong,
Assistant Principal
Davis Senior High School

CA/sdm

Davis Senior High School • Fourteenth and B Streets • Davis, CA 95616 • 916/756-3121

9/8/80

Betsy Marchand
Supervisor 4th District
Yolo County -

Dear Betsy,

I was recently contacted by Lynne Sussman regarding voter education for young people at Woodland High School.

Naturally we are interested in increasing student involvement in politics and the election process.

My understanding of the proposal by Valley Oak Institute leads me to believe that this would be an effective and worthwhile program, especially during an election year.

Should the Board of Supervisors see fit to fund the Institute, I assure you that our staff and students will participate in the program and be—

Farmworkers' Service Center

217 4th Street, Woodland, California 95695, (916)666-3421

September 5, 1980.

Board of Supervisors:

Dear Board of Supervisors:

We have been told that Valley Oak Institute has applied for four (4) CETA positions encouraging citizens participation is government. We think these are all good programs and we are especially supportive of the Citizenship clases

We feel there is a need for Citizenship classes in this community and we do not have the resources to conduct them. The Board of Directors of the Farmworkers Service Center also thinks that this is a good program.

There are people who live and work in this county who would like to be citizens. We are anxious to work with Valley Oak Institute in helping these people become citizens.

Sincerelly

Guadalupe Checa. Director

MEXICAN AMERICAN CONCILIO
OF YOLO COUNTY
A MEXICAN-AMERICAN COMMUNITY BASED AGENCY
Affiliated with Spanish Speaking Concilio's of California

WOODLAND, CALIFORNIA 95695
PHONE: (916) 666-1088

President
RICK GONZALES
Vice-President
RAMON RAMIREZ
Secretary
GUILLERMINA C. PEREZ
Treasurer
CARLOS G. MATOS

Executive Director
DAVID ARMENDARIZ

Board of Directors
MANUEL CASTILLO
JOE FRESCAS
RUDY LESTER
DELFINO MACIAS
ANTONIO RODRIGUEZ
YOLANDA C.SINGH
MARIA M. ZAMORA

September 3, 1980

To: The Board of Supervisors of Yolo County

From: David Armendariz, Executive Director
Mexican American Concilio of Yolo County

Dear Members of the Board:

I would like to offer my support to the proposed CETA project which the Valley Oak Institute for Voter Participation, Inc. intends to conduct in Yolo County.

I met with the staff of the Valley Oak Institute and reviewed their proposal to conduct citizenship classes in Yolo county. I support this idea and I believe there is a need to see such a program implemented in Yolo county. The Mexican American Concilio is not offering any citizenship classes at this time. Such a program would be of great benefit to our community and the Mexican American Concilio is looking forward to coordinating efforts with the Valley Oak Institute in developing the citizenship classes.

Sincerely,

David Armendariz, Executive Director

DA/lmc

Non Profit California Corporation

Dear Sir,

The Social Science dept. of River City High School feels the development of voter education is an important and necessary part of our current curriculum. The encouragement of good citizenship and participation in our governmental system is of prime importance in today's world. We encourage any attempt to develop materials which may help us do the job of educating today's students in these areas.

Sincerely,

W. Wm. Mazzanita
Robert Marozzo
John Corrigan

Social Studies
River City High School
1100 Clarendon St.
W. Sacramento, Ca.

COUNTY OF YOLO
Woodland, California
95695

Peter McNamee
XXXXXXXXXXXXXXXXX COUNTY CLERK
P.O. BOX 4098

916-666-8204

August 7, 1980

TO: Yolo County Manpower Division
Attn: Larry Clayton

SUBJECT: Grant Proposal, Valley Oak Inst.

Dear Larry;

It has come to my attention that Valley Oak Institute for Voter Participation, Inc., has submitted an application for funding under Title VI, Public Service Projects. After a careful review of this project I would like to offer my endorsement of the proposed project. I feel that there is a serious need in the community to address the problem of voter apathy from a non-partisan perspective. This project will go a long way towards meeting that need.

I would also like to add that I see no duplication in any way between Valley Oak's project and the one submitted by my office. On the contrary, I feel that the Valley Oak proposal deals with substantially different question of voter apathy while our proposal deals with targeting of unregistered populations. My office will of course be happy to assist Valley Oak in any way we can to facilitate the successful completion of their project.

Sincerely,

Pete McNamee
Peter McNamee

PM:sp

cc: Terry Marcelle
433 Russell Blvd.
Davis, CA

VII. Position Specifications

Job Title: High School Voter Education Program Coordinator

Agency : Valley Oak Institute for Voter Participation, Inc.

Qualifications : A creative, self-motivated person, interested in developing a citizens participation/voter education program for high school students in Yolo county. This person must write well, be able to speak in front of groups of people, and one years experience with a community organization.

Education : A high school education, some college helpful.

Experience : Minimum of one year working with a communtiy organization.

Duties : Research structure and process of the U.S. government; prepare a presentation to be made to high school students; make contact with school administrators; develop a short slide show on citizen participation.

Salary : $616.73/month

Training Plan: This person will acquire skills in speaking before groups of people; developing a slide show; contacting public officials; and writing and presenting a program.

Job Title : Citizens Participation Handbook Coordinator

Agency : Valley Oak Institute for Voter Participation, Inc.

Qualifications : Person with skills in writing, editing and public relations. Ability to work with media and speak before groups of people.

Education : High School education; College prefered.

Experience : Minimum of 1 year working working with a community organization and 1 years experience in editing or producing a newspaper or magazine prefered.

Duties : Develop and produce a citizens participation handbook for general distribution to the public; prepare copy, contact media for advice, create 10, 20 and 30 second commercial spots for local radio.

Salary : $636.73/month

Training Plan : This person will attain skills in writing and editing a handbook; contacting media; developing radio commercials and speaking before the public. Valley Oak will provide any and all necessary training.

Job Title : Survey Coordinator

Agency : Valley Oak Institute for Voter Participation, Inc.

Qualifications : Person interested in doing extensive research on developing a questionnaire/survey on the voting trends in Yolo county. Person with a statistical background, ability to talk to people in person and on the phone, interest in government.

Experience : Minimum of one years experience working with a communtiy organization; experience at canvassing door-door.

Education : High School education; some college; interest in statistics and mathematics.

Duties : Develop a survey/questionnaire which will discern the reasons voter apathy in Yolo county; conduct survey; tabulate results; write final report.

Salary : $636.73/month

Training Plan : This person will be trained how to conduct a personal interview; how to develop a survey/questionnaire; how tabulate the processed information; and how to prepare a final report and present this information at a news-conference.

Job Title : Citizenship Program Coordinator

Agency : Valley Oak Institute for Voter Participation, Inc.

Qualifications : Interest in teaching non-citizens the elements of our democracy in order that they may become U.S. citizens. Ability to communicate with people, friendly attitude, teaching experience helpful, ability to speak Spanish helpful.

Experience : Minimum of one year working with a community organization; teaching ability; knowledge of democracy.

Education : High School; some college helpful but not mandatory; ability to speak Spanish very helpful.

Duties : Develop a plan to conduct citizenship classes in Yolo county; Contact and seek input from community people with regards to what the program should contain; find site for classes; do publicity to recruit students.

Salary : $636.73/month

Training Plan : This person will be trained on how to do research on the U.S. government; how to prepare to teach a citizenship class; how to obtain a site for the class; and how to make community contacts and recruit students.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. ____________

☒ ORGINAL ☐ REVISION NO. ________

DATE September 26, 1980

Subgrantee Name and Address:

Valley Oak Institute for Voter Participation, Inc.
433 Russell Blvd.
Davis, CA 95616

Contact Person: Terry Marcelle
Phone (916) 758-5655
Period: From 10-1-80 To 9-30-81
Program Name: Citizen Participation/Education Project

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						3,140			3,140
NOV.						3,140			3,140
DEC.						3,140			3,140
JAN.						3,264			3,264
FEB.						3,264			3,264
MAR.						3,264			3,264
APR.						3,400			3,400
MAY						3,400			3,400
JUNE						3,400			3,400
JULY						3,400			3,400
AUG.						3,400			3,400
SEPT.						3,400			3,400
						3,400			3,400
TOTAL						39,612			39,612

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			2,548	592				3,140
NOV.			2,548	592				3,140
DEC.			2,548	592				3,140
JAN.			2,672	592				3,264
FEB.			2,672	592				3,264
MAR.			2,672	592				3,264
APR.			2,808	592				3,400
MAY			2,808	592				3,400
JUNE			2,808	592				3,400
JULY			2,808	592				3,400
AUG.			2,808	592				3,400
SEPT.			2,808	592				3,400
TOTAL			32,508	7,104				39,612

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND HAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Terry Marcelle Executive Director
Name and Title of Authorized Official

Terry Marcelle
Signature

For CETA Approval Only:

____________ Fiscal Officer ______ Date

____________ CETA Director ______ Date

500 First Street
Woodland, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Valley Oak Institute for Voter Participation, Inc.
2. Title VI Project Name: Citizen Participation/Education Project
3. Position Title: Coordinator -- Survey, High School Program, Handbook, and Citizenship Class
4. Date Submitted: July 31, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary per month	$ 636.73	$ 636.73
a. Base Salary	$ 636.73	$ 636.73
b. Additional Holiday Pay	$ -0-	$ -0-
c. Additional Shift Differential Pay	$ -0-	$ -0-
8. Overtime Pay	$ -0-	$ -0-
9. Fringe Benefits		
a. Social Security .... ________ %.......	$ -0-	$ -0-
b. Medical Insurance	$ 27.00	$ 27.00
c. Dental Plan	$ -0-	$ -0-
d. Uniform Allowance	$ -0-	$ -0-
e. Workers' Compensation Rate X Experience Rating X (Salary ÷ 100) 1 X ________ X 6.37 = ...	$ 6.37	$ 6.37
f. Mileage 500 miles @ .17 per mile	$ 85.00	$ 85.00
g. Other (specify)	$ -0-	$ -0-
Accrued Vacation	$ 29.25	$ 29.25
10. Total Fringe Benefits Cost	$ 147.62	$ 147.62
11. Total Position Cost	$ 784.35	$ 784.35
12. Anticipated Salary Increases		
a. Cost of Living		
5 % Effective Date 1/1/81	$ 31.84	$ 31.84
________ % Effective Date ________	$	$
b. Step Increases		
5 % Effective Date 4/1/81	$ 33.43	$ 33.43
________ % Effective Date ________	$	$
13. Estimated Annual Cost (12 month period from October 1, 1980 - September 30, 1981)		
a. Wages	$ 32,508.00	$ 32,508.00
b. Fringe Benefits	$ 7,104.00	$ 7,104.00
c. Total	$ 39,612.00	$ 39,612.00-

14. Number of Positions being requested 4.

15. Prepared by: Terry Marcelle

YC 101

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female - 55%
Male - 45%
14-19 - 5%
20-21 - 17%
22-44 - 67%
45-54 - 7%
55+ - 4%

American Indian/Alaskan Native - 2%
Asian/Pacific Islander - 3%
Black - 4%
Hispanic - 30%
White - 61%
Handicapped - 5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Terry Marcelle
Authorized Signature

Nov. 4, 1980
Date

B K.

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI PSE Project

Agreement/
Subgrant No. 80-314

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee Winters Fire Protection District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Winters Fire Protection District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED
OCT 27 1980
PETER McNAMEE, Clerk
By Rubie Mingarano
DEPUTY

PROGRAM :	Fire House Restoration	
MAILING ADDRESS :	10 Abbey Street	
CITY & STATE :	Winters, CA 95694	PHONE : 795-4131
PROGRAM DIRECTOR :	Captain Kidder	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980.

The tern of the SUBGRANT shall end on September 30, 1981.

The total amount of the SUBGRANT is $ 26,952.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature David G Kidder	By Signature X
Name and Title Date DAVID G KIDDER 10/22/80 CAPTAIN Winters Fire Dept	ARTHUR H EDMONDS Name and Title Date FOR OCT 2 1980 Twyla J. Thompson, Chairman Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Winters Fire Protection District hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Winters Fire Protection District is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Project Contract Narrative

(i) Opperating Budget

(j) Prime Sponsor Significant Segment Goals for Public Service Employment

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $26,952, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-314.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

x Arthur H Edmonds

ARTHUR H. EDMONDS

(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

Winters Fire Protct Dist

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

Oct 22 1980

(Date)

Captain W.F.D.

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Winters Fire Dist
Name of Subgrantee

Authorized Signature

Oct 22 80
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular, 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Winters Fire Protect Dist
(Legal Name of SUBGRANTEE)

Oct 22 19 80
(Date)

D. C. Kidder
(Signature of Authorized Officer)

Captain W.F.D.
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date:____________________

Date:____________________

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha:______________________________

Fecha:______________________________

I. COMPLIANCE STATEMENT

I, DAVID G KIDDER, AM RESPONSIBLE FOR

______________________________ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

D. G. Kidder
SIGNATURE OF THE PERSON RESPONSIBLE

PROJECT CONTRACT NARRATIVE

Project Abstract

The Winters Fire Department operates on a low budget and has limited employee's, most improvements are done by volunteer work and by this type of project we feel that 2 or 3 youths from low income families, between sixteen through nineteen years of age, can learn and gain experience in working with Building restoration and Apparatus repair.

These youths will learn the basics of plumbing, electrical wiring, painting, plastering, carpentry, welding, mechanical abilities, and many others.

This project will completely restore the Pat McGarr Firehouse and give the community a better and safe community center. Also at the same time give the youths many skills in order to get another job, maybe as a painter, mechanic helper, or even in a Fire Department.

B. Tangible Outputs & Measurable Benefits to the Community - Besides the Historic Valve of the McGarr Fire House, it is used by all of the Community, for such things as Dances, parties, Food Programs, Vaccination Clinics, Blood Pressure Clinics for the Senior Citizens & many others events. By restoring the McGarr to its orginal state, these events will be possible for many generations to enjoy.

1. By Dec. 8, 1980 - 1 sink basin & 70 feet of plumbing will will be completed.
2. Dec. 31, 1980 - 50 lighting & electrical outlets will have been repaired &/or replaced.
3. Jan 25, 1981 - 20 window screens will have been repaired or replaced.
4. Feb.29,1981 - 2,460 Square feet of painting on the Pat McGarr will have been completed.
5. May 31, 1981 - 50 chairs & 11 Tables from the McGarr repaired.
6. June 15, 1981 - Repair & restoring of the one Fire Apparatus will be completed.
7. July 31,1981 - 15 small miscellaneous projects will be completed.
8. Aug.31, 1981 - 3 Welding projects will have been completed.
9. Clean up & all projects completed.

ACTIVITIES AND TIMELINES

OBJECTIVE(S): By September 30,1980 The Pat McGarr Fire House will be completed, & ready for use again.

TASKS	RESPONSIBILITY	DATE ACCOMP.	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
One sink basin & 70 feet of Plumbing will be completed.	Crew Supervisor	Dec.8,80	X											
Fifty lighting & electrical outlets will have been repaired &/or replaced	"	Dec.31,80	X											
Tw[illegible]y window screens will have been rep[illegible]red or replaced.	"	Jan 25,80		X										
[illegible],460 square feet of painting on the Pat McGarr will have been completed.	"	Feb 29,80			X	X								
Fifty chairs & Elven tables from McGarr repaired.	"	May 31,80					X	X						
Repair & restore of Fire Appartus will be completed.	"	Jun 15,80							X					
Fifteen small miscellaneous projects will be completed.	"	Jul 31,80								X				
Three welding projects will have been completed.	"	Aug31,80									X			
Clean up & all projects.	"	Sep30,80										X		

COORDINATION & LINKAGES

Dixon Fire Department - 140 North Jackson Street, Dixon, California 95620	Visal Aid in Carpentry,painting & general renovacation of Old Fire House.
Project M.O.V.E - 500 First Street, Woodland Calif. 95695	Participants may call project M.O.V.E. for any Technical Assistance for - resume writing, Also for personnel counciling.
Winters Fire Department - 10 Abbey Street, Winters Calif. 95694	Training in First Aid & Cardiopulmonary Resuscition (Certified Instructor).

Job Description:

Job Title : Maintenance Laborer

Agency : Winters Fire Dept.

Qualifications : 16 years or Older.
Able to take oral Instructions.

Experience : Basic Knowledge of Hand Tools.

Education : High School Graduate.

Duties : Perform different types of building & repair Maintenance, such as repairing screens tables & chairs and Electrical outlets. Must be able to work with paint. Will be trained in some welding skills.

Salary : $646.95

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. ______

☒ ORGINAL ☐ REVISION NO. ______

DATE 9-17-80

Subgrantee Name and Address:
Winters Fire Protection District
10 Abbey Street
Winters, CA 95694

Contact Person: Captain Kidder

Phone 795-4131

Period: From 10-1-80 To 9-30-80

Program Name: Fire House Restoration

MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
	ACTIVITY								
OCT.						2209			2209
NOV.						2209			2209
DEC.						2209			2209
JAN.						2209			2209
FEB.						2209			2209
MAR.						2209			2209
APR.						2283			2283
MAY						2283			2283
JUNE						2283			2283
JULY						2283			2283
AUG.						2283			2283
SEPT.						2283			2283
TOTAL						26,952			26,952

MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
	COST CATEGORY							
OCT.			1981	228				2209
NOV.			1981	228				2209
DEC.			1981	228				2209
JAN.			1981	228				2209
FEB.			1981	228				2209
MAR.			1981	228				2209
APR.			2049	234				2283
MAY			2049	234				2283
JUNE			2049	234				2283
JULY			2049	234				2283
AUG.			2049	234				2283
SEPT.			2049	234				2283
TOTAL			24,180	2,772				26,952

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

DAVID G KIDDER CAPTAIN W.F.D.
Name and Title of Authorized Official

Signature

Fiscal Officer 9-24-80
Date

CETA Director 9-24-80
Date

YC 105 (10-79)

500 First Street
Woodland, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Winters Fire Dept.
2. Title VI Project Name: Winters City & District, Community Improvement & Beautification Project.
3. Position Title: Maintenance Laborer
4. Date Submitted: Sept.15, 1980

	5. Actual Costs		6. Federal Costs
7. Total Salary per month	$ 646.95		$ 646.95
a. Base Salary	$ 646.95		$ 646.95
b. Additional Holiday Pay	$ 0		$
c. Additional Shift Differential Pay	$ 0		$
8. Overtime Pay	$ 0		$
9. Fringe Benefits			
a. Social Security .... .0613 %.......	$ 39.65		$ 39.65
b. Medical Insurance	$		$
c. Dental Plan	$		$
d. Uniform Allowance	$		$
e. Workers' Compensation Rate X Experience Rating X (Salary ÷ 100) 5.4 X 12.27 ____ X 6.46 = ...	35.35 Month $ 430.26 Annual		35.35 Mon $ 430.26 Ann
f. Mileage ____ miles @ ____ per mile	$ 0		$
g. Other (specify)			
	$		$
____________	$		$
10. Total Fringe Benefits Cost	$		$
11. Total Position Cost	$ 722.17		$ 722.17
12. Anticipated Salary Increases			
a. Cost of Living			
5 % Effective Date April 1, 1981	$ 35.95		$ 35.95
____ % Effective Date ____	$		$
b. Step Increases			
____ % Effective Date ____	$ 0		$
____ % Effective Date ____	$		$
13. Estimated Annual Cost (12 month period from October 1, 1980 - September 30, 1981)			
a. Wages	$ 7,967.70	x 3	$ 24,180.00
b. Fringe Benefits	$ 906.00	x 3	$ 2,772.00
c. Total	$ 8,873.70	x3	$ 26,952.00

14. Number of Positions being requested Three.

15. Prepared by: Betty Antonovich

[illegible]

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female - 55%
Male - 45%
14-19 - 5%
20-21 - 17%
22-44 - 67%
45-54 - 7%
55+ - 4%

American Indian/ Alaskan Native - 2%
Asian/Pacific Islander - 3%
Black - 4%
Hispanic - 30%
White - 61%
Handicapped - 5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature

10/22/80
Date

B.K

COUNTY OF YOLO

RECEIVED OCT 2 1 1980

Subgrant Signature Sheet

Title VI PSE Project

Agreement/ Subgrant No. 80-315

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee Yolo County Sexual Assault Center

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Yolo County Sexual Assault Center hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

OCT 27 1980

PETER McNAMEE, Clerk

By Rubie Mayes DEPUTY

PROGRAM :	Battered Women's Peer Counseling		
MAILING ADDRESS :	203 F Street		
CITY & STATE :	Davis	PHONE :	758-0540
PROGRAM DIRECTOR :	Maria Towne		

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980.

The tern of the SUBGRANT shall end on September 30, 1981.

The total amount of the SUBGRANT is $29,772.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature Maria Towne	By Signature X Arthur H. Edmonds ARTHUR H. EDMONDS
Name and Title Date 10-20-80 Maria Towne, Executive Director Yolo County Sexual Assault Center	Name and Title FOR Date Twyla J. Thompson, Chairman Board of Supervisors OCT 2 198

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Yolo County Sexual Assault Center _______________ hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 676 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

(e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo County Sexual Assault Center is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Project Contract Narrative

(i) Opperating Budget

(j) Prime Sponsor Significant Segment Goals for Public Service Employment

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 29,772, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. _______________.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X Arthur H. Edmonds

ARTHUR H. EDMONDS

(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

____

(Legal Name of SUBGRANTEE)

Maria Sauve

(Signature of Authorized Officer)

_______________________________ 19____ _______________________________

(Date) (Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

____
Name of Subgrantee

Maria Saune
____
Authorized Signature

____
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Pequirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Réorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

____________________ ________________ 19______
(Legal Name of SUBGRANTEE) (Date)

Maria Fauve
(Signature of Authorized Officer)

____
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:

Board of Supervisors

of the County of Yolo

July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date:

Date:

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.	BETSY A. MARCHAND Mesa de Supervisores, Condado de Yolo
Fecha:	Fecha:

I. COMPLIANCE STATEMENT

I, ______________________________, AM RESPONSIBLE FOR

______________________________ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Maria [illegible]
SIGNATURE OF THE PERSON RESPONSIBLE

PROJECT CONTRACT NARRATIVE

I. PROJECT ABSTRACT

This project proposes to train two peer counselors and one community outreach worker to establish a volunteer self help program for men and women in battering relationships. Following the one year project period, this program will continue as a volunteer group, working in close association with the Yolo County Sexual Assault/Battered Women's Center.

Under the supervision of the Shelter Coordinator the three CETA project staff will recruit and train 20 volunteers to provide peer counseling and network support for men and women in battering relationships. By the end of the project year three on-going groups lead by volunteer counselors will be held on a weekly basis. In addition, a volunteer coordinator will be designated and will assume responsibility for the services of the program.

PSE Project Battered Women's Peer Counseling Project

Goals	OBJECTIVES
1. The goal of this project will be to provide emotional support to men/women undergoing stress and trauma due to a battering relationship.	1.1 By December 1980, the project will provide one on-going support group for battered women. 1.2 By December 1980, the project will provide one to one peer counseling for residents of the Yolo County Respite Care Center for Battered Women. 1.3 By December 1980, this project will provide one on-going support group for batterers. 1.4 By December 30, 1980 the project will sponsor public service announcements to publicize the peer counseling service on the nineteen radio stations in the area and one article in each of the five newspapers. 1.5 By September 30, 1980 this project will have three on-going peer support groups available for women in battering relationships, which will be facilitated by volunteers.

PSE Project Battered Women's Peer Counseling Project

Goals	OBJECTIVES
2. The goal of this project will be to establish a network of volunteer counselors for men and women in battering relationships.	2.1 By December 1, 1980 this project will develop a training program for volunteer counselors. 2.2 By January, 1981 this project will recruit 20 volunteers to provide one to one and group peer counseling. 2.3 By September 30, 1981 the project will hold three training programs for volunteer counselors. 2.4 By September 30, 1981 this project will have 20 volunteer peer counselors trained to provide one to one and group counseling for men and women in a battering relationship.

PSE Project Battered Women's Peer Counseling Project

Goals	OBJECTIVES
3. The goal of this project will be to set up a structure to provide an on-going program of volunteer peer counseling services for men and women in a battering relationship.	3.1 By September 30, 1981 this project will have a volunteer coordinator designated to continue the services of one to oné and group peer counseling for men and women in battering relationships.
	3.2 By September 30, 1981, this project will have bimonthly training sessions available to volunteers who want to participate in peer counseling program for men/women in battering relationships.
	3.3 By September 30, 1981, this project will have developed a volunteer training/resource manual describing supportive counseling techniques and the responsibilities of the volunteers to the clients.

BJECTIVE(S): 1.1 By December 1980, the project will provide one on-going support group for battered women.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Au	
1.1.1 Locate a facility to hold a group for battered women.	Peer Counselor		o—	—	—o									
1.1.2 Contact women from the Shelter and other agencies to notify them of the group.	Peer Counselor				o	—	—	—	—	—	—			o

ACTIVITIES AND TIMELINES

BJECTIVE(S): 1.2 By December 1980, the project will provide one to one peer counseling for residents of the Yolo County Respite Care Center for Battered Women.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Au
1.2.1 Locate a room within the shelter and furniture for a counseling room.	Peer Counselors		•—	—	—•								
1.2.2 Contact women from the Shelter to notify them about the availability of one to one counseling	Peer Counselors				•	—	—	—	—	—	—	—	•

OBJECTIVE(S): 1.3 By December 1980, this project will provide one on-going support group for batterers.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Au
1.3.1 Locate a facility to hold a group for batterers.	Peer Counselors		—	—	—								
1.3.2 Contact Batterers who have been referred for counseling to notify them of the group.	Peer Counselors				—	—	—	—	—	—	—	—	—

BJECTIVE(S): 1.4 By December 30, 1980, the project will sponsor public service announcements to publici the peer counseling service on the nineteen radio stations in the area and one article in each of the five newspapers.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Au
1.4.1 Write P.S.A.'s regarding services and mail to radio and T.V. stations.	Outreach Worker		—	—	—	—	—	—	—	—	—	—	—
1.4.2 Make posters publicizin services and distribute throughout the county.	Outreach Worker		—	—	—								
1.4.3 Contact newspaper to submit articles regarding the goals of the project.	Outreach Worker		—	—	—	—	—	—	—				
1.4.4 Sponsor Community events to publicize the volunteer organization	Outreach Worker				—	—	—	—	—	—	—	—	—

BJECTIVE(S): 1.5 By September 30, 1980 this project will have three on-going peer support groups availab
for women in battering relationships which will be facilitated by volunteers.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Au
1.5.1 Arrange for facilities to accommodate the increased number of groups offered in the program.	Peer Counselors												

JECTIVE(S): 2.1 By December 1, 1980, this project will develop a training program for volunteer counselors.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Au
2.1.1 Research techniques for counseling individuals and groups.	Peer Counselors		—	—									
2.1.2 Prepare a training packet for volunteer counselors.	Peer Counselors		—	—									

ACTIVITIES AND TIMELINES

BJECTIVE(S): 2.2 By January, 1981, this project will recruit 20 volunteers to provied one to one and group peer counseling.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Au
2.2.1 Generate newspaper articles announcing the need for volunteers	Peer Counselors		●—	—	—	—	—	—	—	—	—	—	—●

BJECTIVE(S): 2.3 By September 30, 1981, the project will hold three training programs for volunteer counselors.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Au
2.3.1 Schedule and hold training programs for volunteer counselors.	Peer Counselors				●—	—	—	—	—	—	—	—	—

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 2.4. By September 30, 1981, this project will have 20 volunteer peer counselors trained to provide one to one and group counseling for men and women in a battering relationship.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Au
2.4.1 Compile a roster of peer counselors.	Peer Counselors								•—	—	—	—	—
2.4.2 Schedule future training meeting - date and location.	Peer Counselors								•—	—	—	—	—

BJECTIVE(S): 3.1 By September 30, 1981 this project will have a volunteer coordinator designated to continue the services of one to one and group peer counseling for men and women in battering relationships.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Au
3.1.1 Write articles on the need for volunteer counselors and volunteer coordinator.	Peer Counselors				•—	—•		•—	—•		•—	—•	

OBJECTIVE(S): 3.2 By September 30, 1981, this project will have bimonthly training sessions available to volunteers who want to participate in peer counseling program for men/women in batterin relationships.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Au
3.2.1 Schedule programs and dates for future training sessions for volunteer counselors.	Peer Counselors										—	—	—

BJECTIVE(S): 3.3 By September 30, 1981, this project will have developed a volunteer training/resource manual describing supportive counseling techniques and the responsibilities of the volunteers to the clients.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Au
3.3.1 Compile a training/resource manual for volunteers counselors	Peer Counselors										•—	—	—

VI. Coordination

There are no other programs in Yolo County which coordinate the needs of battered women and their children.

The Yolo County Sexual Assault Center/Battered Women's Center works closely with existing resource agencies in Yolo County in order to avoid any duplication of services. The Center has informal agreements with law enforcement, hospitals, the District Attorney's office, Department of Social Services, Mental Health and others, to inform battered women of the services available through the Battered Women's Center. In addition, Battered Women's Center volunteer counselors and shelter staff are trained to provide referral to existing services in Yolo County.

POSITION SPECIFICATION - COMMUNITY WORKER

JOB TITLE: Community Worker

AGENCY: Yolo County Sexual Assault Center/District Attorney's Office

EXPERIENCE: Two years volunteer of paid experience in community outreach or publicity.

QUALIFICATIONS: Same

EDUCATION: High School Diploma and one year college.

DUTIES: Under the supervision of the shelter staff assists in publicizing the counseling services of the Battered Women's Center peer counseling program; assists in developing and maintaining a record keeping system on outreach efforts; submits articles and announcements to newspapers, T.V., and radio stations; makes and disburses posters and pamphlets in developing methods of reaching people who do not normally benefit from television, radio, newspaper announcements and newspaper articles.

TRAINING PROGRAM: The training program for the Community Worker includes; orientation to the overall policies and proceedures of operating a non-profit agency which provides shelter and counseling for battered women; in-service training on issues of battering; participating in community education programs given by experienced staff members; participation in writing public service announcements; and participation in printing posters and brochures which publicize the services of the Sexual Assault Center/Battered Women's Center programs.

SPECIFIC SKILLS WHICH WILL BE ATTAINED BY THE TRAINEE ARE:
Outreach strategies and liaisons with the community. Writing P.S.A.'s, newspaper articles and brochures; gathering and compiling statistical information relating to community outreach; public speaking. In addition to the supervised experience in these areas, programs and release time will be made available to trainees.

POSITION SPECIFICATIONS - PEER COUNSELOR

JOB TITLE: Peer Counselor

AGENCY: Yolo County Sexual Assault Center/District Attorney's Office.

EXPERIENCE: Two years volunteer or paid experience counseling individuals or leading support groups.

QUALIFICATIONS: Same

EDUCATION: High School Diploma and one year college.

DUTIES: Under the supervision of the Shelter Staff, assists in recruiting and training volunteers in developing and sponsoring a support network for battered women; assists in coordinating the scheduling of client - volunteer appointments; provides supportive counseling for shelter residents; maintains record keeping system on training programs, number of participants in the program and dates, time and location of counseling meetings.

TRAINING PROGRAM: The training program for Peer Counselors include; orientation to the overall policies and proceedures of operating a non-profit agency which provides shelter and counseling services to battered women; direct experience doing individual and group counseling; case management supervision by a licensed counselor; supervised experience in coordinating efforts to meet goals and objectives of a grant project; supervising volunteers.

SPECIFIC SKILLS WHICH WILL BE ATTAINED BY THE TRAINEE ARE: Administration and coordination of a non-profit agency; counseling both individuals and groups; supervising volunteers. In addition to the supervised experience in these areas, programs and release time will be made available to trainees.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO.

☒ ORGINAL ☐ REVISION NO.

DATE 9-18-80

Subgrantee Name and Address:
Yolo County Sexual Assault Center
203 F Street
Davis, CA 95616

Contact Person: Maria Towne
Phone 758-0540
Period: From 10-1-80 To 9-30-81
Program Name: Battered Women's Peer Counseling Project

MONTH	ACTIVITY ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						2,481			2,481
NOV.						2,481			2,481
DEC.						2,481			2,481
JAN.						2,481			2,481
FEB.						2,481			2,481
MAR.						2,481			2,481
APR.						2,481			2,481
MAY						2,481			2,481
JUNE						2,481			2,481
JULY						2,481			2,481
AUG.						2,481			2,481
SEPT.						2,481			2,481
TOTAL						29,772			29,772

MONTH	COST CATEGORY ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			2,106	375				2,481
NOV.			2,106	375				2,481
DEC.			2,106	375				2,481
JAN.			2,106	375				2,481
FEB.			2,106	375				2,481
MAR.			2,106	375				2,481
APR.			2,106	375				2,481
MAY			2,106	375				2,481
JUNE			2,106	375				2,481
JULY			2,106	375				2,481
AUG.			2,106	375				2,481
SEPT.			2,106	375				2,481
TOTAL			25,272	4,500				29,772

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Shanna [illegible] 9-24-80
Fiscal Officer Date

Lorenzo L. [illegible] Jr 9-24-80
CETA Director Date

Name and Title of Authorized Official

Maria Towne
Signature

YC 105 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Yolo County SExual Assault Center, Inc.
2. Title VI Project Name: Battered Women's Peer Counseling Project
3. Position Title: Peer Counselor

4. Date Submitted: September 12, 1980	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 702	$ 702
a. Base Salary	$ 702	$ 702
b. Additional Holiday Pay	$ -0-	$ -0-
c. Additional Shify Differential Pay	$ -0-	$ -0-
8. Overtime Pay	$ -0-	$ -0-
9. Fringe Benefits	$	$
a. Social Security...... ______%	$ -0-	$ -0-
b. Medical Insurance	$ 30	$ 30
c. Dental Plan	$ -0-	$ -0-
d. Uniform Allowance	$ -0-	$ -0-
e. Workers'Compensation Rate X Expenience Rating X (Salary ÷ 100) 1.08 X ______________ X 6.47 = ...	$ 7	$ 7
f. Mileage 300 miles @ $.21 per mile.........	$ 63	$ 63
g. Other (specify) ______________________	$ -0-	$ -0-
accrued vacation - 2 weeks per year	$ 25	$ 25
10. Total Fringe Benefits Cost	$ 125	$ 125
11. Total Position Cost	$ 827	$ 827
12. Anticipated Salary Increases		
a. Cost of Living		
______% Effective Date ________	$	$
______% Effective Date ________	$	$
b. Step Increases		
______% Effective Date ________	$	$
______% Effective Date ________	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$ 16,848	$ 16,848
b. Fringe Benefits	$ 3,000	$ 3,000
c. Total	$ 19,848	$ 19,848

14. Number of Positions Being Requested 2.

15. Preparded By: Maria Towne

(YC 101)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Yolo County Sexual Assault Center, Inc.
2. Title VI Project Name: Battered Women's Peer Counseling Project
3. Position Title: Community Worker

4.	Date Submitted: September 12, 1980	5. Actual Costs	6. Federal Costs
7.	Total Salary Per Month	$ 702	$ 702
	a. Base Salary	$ 702	$ 702
	b. Additional Holiday Pay	$ -0-	$ -0-
	c. Additional Shify Differential Pay	$ -0-	$ -0-
8.	Overtime Pay	$ -0-	$ -0-
9.	Fringe Benefits	$	$
	a. Social Security...... ______ %	$ -0-	$ -0-
	b. Medical Insurance	$ 30	$ 30
	c. Dental Plan	$ -0-	$ -0-
	d. Uniform Allowance	$ -0-	$ -0-
	e. Workers'Compensation Rate X Expenience Rating X (Salary ÷ 100) 1.08 X ______ X 6.47 = ...	$ 7	$ 7
	f. Mileage 300 miles @ $ .21 per mile.........	$ 63	$ 63
	g. Other (specify) ______	$ -0-	$ -0-
	accrued vacation - 2 weeks per year	$ 25	$ 25
10.	Total Fringe Benefits Cost	$ 125	$ 125
11.	Total Position Cost	$ 827	$ 827
12.	Anticipated Salary Increases		
	a. Cost of Living		
	______ % Effective Date ______	$	$
	______ % Effective Date ______	$	$
	b. Step Increases		
	______ % Effective Date ______	$	$
	______ % Effective Date ______	$	$
13.	Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
	a. Wages	$ 8,424	$ 8,424
	b. Fringe Benefits	$ 1,500	$ 1,500
	c. Total	$ 9,924	$ 9,924

14. Number of Positions Being Requested 1 .

15. Preparded By: Maria Towne

(YC 101)

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female - 55%
Male - 45%
14-19 - 5%
20-21 - 17%
22-44 - 67%
45-54 - 7%
55+ - 4%

American Indian/Alaskan Native - 2%
Asian/Pacific Islander - 3%
Black - 4%
Hispanic - 30%
White - 61%
Handicapped - 5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Maria [illegible]

Authorized Signature

Date

BK

COUNTY OF YOLO

RECEIVED OCT 2 1 1980

Subgrant Signature Sheet

Title VI PSE Project

Agreement/ Subgrant No. 80-316

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee Yolo County Sexual Assault Center

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State o California, hereinafter referred to as the PRIME SPONSOR and Yolo County Sexual Assault Center hereinafter referred to as SUBGRANTE The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employm and Training Program in accordance with the provisions of the agreement.

FILED

OCT 27 1980

PETER McNAMEE, Clerk
By Rickie Magelana
DEPUTY

PROGRAM	:	Battered Women's Advocacy Project
MAILING ADDRESS	:	203 F Street
CITY & STATE	:	Davis PHONE : 758-0540
PROGRAM DIRECTOR	:	Maria Towne

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employme and Training Act of 1973, as amended, as mandated in accordance with the terms and conditio of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the ter and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980.

The tern of the SUBGRANT shall end on September 30, 1981.

The total amount of the SUBGRANT is $39,192.00.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature Maria Towne	By Signature X Arthur H. Edmonds ARTHUR H. EDMONDS
Name and Title Date 10-20-80 Maria Towne Executive Director Yolo County Sexual Assault Center	Name and Title Date FOR Twyla J. Thompson, Chairman Board of Supervisors OCT 2 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Yolo County Sexual Assault Center hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo County Sexual Assault Center is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Project Contract Narrative

(i) Opperating Budget

(j) Prime Sponsor Significant Segment Goals for Public Service Employment

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 39,192.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

  (1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

  (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-316.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

x

(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

Maria Saune

(Signature of Authorized Officer)

________________________ 19____

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

____

Name of Subgrantee

Maria Iacone

Authorized Signature

____

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Pequirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular, 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

______________________________ ____________________ 19_____
(Legal Name of SUBGRANTEE) (Date)

Maria [illegible]
(Signature of Authorized Officer)

____
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR. County Administrative Officer	BETSY A. MARCHAND Chairman Yolo County Board of Supervisors
Date:____________________	Date:____________________

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: ______________________

Fecha: ______________________

I. COMPLIANCE STATEMENT

I, ______________________________, AM RESPONSIBLE FOR

______________________________ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Maria [illegible]
____
SIGNATURE OF THE PERSON RESPONSIBLE

PROJECT CONTRACT NARRATIVE

I. Abstract

The Yolo County Sexual Assault Center provides 24 hour crisis intervention to victims of rape and battering. On September 1, 1980, the Center will open a shelter for battered women and their children under a Law Enforcement Assistance Administration (LEAA) grant.

The Sexual Assault Center proposes to establish a one year project of Shelter Advocacy. This project will provide extensive liaison with existing referral resources in Yolo County in order for these services to be effectively utilized by battered women staying in the shelter. Project staff will gather referral information and prepare a written plan. The plan will include the role of shelter staff in agency referrals, the role of agency staff in referrals and pertinent information such as eligibility requirements. Project staff will provide referrals and accompaniment services to women staying in the shelter.

The incidence of battering in Yolo County appears to reflect national trends. Woodland Police Department receives 90 cases of spouse abuse each month and it is estimated by the FBI that only one in ten-cases is reported to law enforcement. The Battered Women's Center receives about 30 cases per month.

Need for Coordinated Services

Through experience with battered women calling the Battered Women's Center crisis lines, a combination of factors have emerged which prevent women from obtaining the services needed to effect the major life style changes required to intervene in the violent relationship. The needs of battered women are complex and varied. Counseling, financial aid, vocational assistance, emergency and permanent housing, legal assistance, medical attention and law enforcement assistance are among the needs documented through the crisis line.

Requests for emergency housing were made by 37% of the women calling the crisis line. In addition, permanent housing needs were expressed by 7% of the callers. Legal assistance is also necessary in many cases. More than 16% of the women calling the crisis line requested a referral for civil legal assistance. Professional counseling referrals were requested by 11% of the women calling the line. Financial assistance was specifically requested by 9% of those who called the crisis line.

In many instances, a single need such as vocational assistance, necessitates appointments with several referral sources. This requires persistence and a detailed knowledge of available resources. Most commonly, a variety of resources is required to effect long term changes.

The complexity of the coordination and information required to accomplish the intervention coupled with the woman's persistent fear and low self image prove to be a barrier to effective use of referral agencies. Staff coordination of referrals, knowledge of resources available and on-going support can assure that long term intervention does occur.

Accompaniment services are an important aspect of on-going support. For example, if a woman has decided to press criminal charges, she meets with the Deputy District Attorney to discuss the prosecution and, in most cases, has no further meetings until court appearances. The accompaniment of a supportive individual to the initial meetings, who can also provide on-going support throughout the time of prosecution is an important factor in the woman following through with the case.

The Sexual Assault Center/Battered Women's Center has consistently worked closely with existing services in Yolo County in order to aviod duplication of services, yet meet the comprehensive needs of crisis line callers. Adequate coordination between agencies in Yolo County and the Center requires an on-giong effort. As the needs of battered women have become more clear, Center staff have recognized that the wide variety of needs expressed require even more extensive liaison throughout the County. For example, the need for permanent housing for women leaving a shelter program is partially met by low income housing agencies in Yolo County. Liaison with individual apartment owners, rental agencies and other resources could provide additional sources to more adequately meet this need.

In order for the coordination between agency personnel and shelter staff to work effectively, detailed information regarding agency operation and applicant eligibility is needed. For those agencies such as Department of Social Services which are consistent referral resources, a more formal agreement regarding coordination is needed. A written referral system can delineate the role of agency personnel, the role of shelter staff as well as information regarding appropriate use of the resource.

Present Level Of Services

The Battered Women's Center provides coordinated referral and accompaniment services through a 24-hour crisis line. Women entering a shelter program generally have extensive referral needs that can not be adequately served through use of crisis line volunteers. The limited shelter staff available under current funding is not adequate to implement new agency liaison and coordination.

Geographical Area

The Yolo County Sexual Assualt Center/Battered Women's Center provide services to all Yolo County residents through three 24-hour crisis lines (Woodland 662-1133, Davis 758-8400, East Yolo 371-1907). Referrals to the Battered Women's Shelter will be accomplished through the crisis line numbers. Priority is given to Yolo County residents, however, residents from other counties will be accepted into the shelter program if space is available.

PSL Project Battered Women's Advocacy Project

Goals	OBJECTIVES
1. The goal of this project is to identify existing services in Yolo County in order to form a comprehensive resource network to serve the needs of battered women.	1.1 By December 31, 1980, project staff will have contacted 10 public and private agencies in Yolo County offering social service, legal, employment, health and housing assistance to battered women.
	1.2 By February 28, 1981, project staff will have collected resource information from the 10 agencies contacted.
2. The goal of this project is to develop a written referral system to provide effective coordination with existing services in Yolo County.	2.1 By April 30, 1981, project staff will have identified 5 agencies to participate in the referral system.
	2.2 By June 30, 1981, project staff will meet with identified agencies and establish guidelines for referrals.
3. The goal of this project is to provide referral and accompaniment services to battered women staying in the Yolo County Shelter	3.1 By September 30, 1981, project staff will refer 40 battered women staying in the Yolo County Shelter to social service, legal, employment, health or housing agencies.
	3.2 By September 30, 1981, project staff will accompany 40 battered women staying in the Yolo County Shelter to social service, legal, employment, health or housing agencies.

ACTIVITIES AND TIMELINES

OBJECTIVE(S): 1.1 By December 31, 1980, project staff will have contacted 10 public and private agencies in Yolo County offering social service, legal, employment, health and housing assistance to battered women.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Se
1.1.1 Use referral lists provided by the Battered Women's Center and other resources to prepare a list of potential referral agencies.	Shelter Advocates	Nov. 15, 1980	├──	─┤										
1.1.2 Contact potential referral agencies by letter to provide agencies with knowledge of the project.	Shelter Advocates	Dec. 31, 1980		├──	─┤									

ECTIVE(S): 1.2 By February 28, 1981, project staff will have collected resource information from the 10 agencies contacted.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	S
1.2.1 Shelter advocates will meet with 10 identified referral agencies to collect information regarding agency's eligibility policies.	Shelter Advocates	Feb. 15, 1981				——	——							
1.2.2 Shelter advocates will prepare a file for each referral agency detailing information collected.	Shelter Advocates	Feb. 28, 1981					——							

CTIVE(S):

2.1 By March 30, 1981, project staff will have identified 5 agencies to participate in the referral system.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct.	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Se
2.1.1 Identify 5 agencies to participate in the referral system.	Shelter Advocate	Mar., 30, 1981						—						

CTIVE(S): 2.2 By June 30, 1981, project staff will meet with identified agencies and establish guidelines for referrals.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct.	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep
2.2.1 Shelter advocates will meet with designated personnel in the 5 agencies participating in the referral system.	Shelter Advocate	Apr., 15, 1981							—					
2.2.2 Project staff will complete an outline of referral procedure and the role of shelter staff with referral agencies.	Shelter Advocate	May, 1 1981							—					
2.2.3 Shelter staff will complete an outline of each agency's procedure with regard to shelter residents specifically and battered women, in genreral.	Shelter Advocate	May, 31, 1981							—	—				
2.2.4 Project staff will complete an initial draft of the written referral system to circulate to agency staff for approval.	Shelter Advocate	June, 15, 1981								—	—			
2.2.5 Project staff will meet with designated agency staff to come to a consensus on suggestions generated from the initial draft.	Shelter Advocate	June, 30, 1981									—			

CTIVE(S): 3.1 By September 30, 1981, project staff will refer 40 battered women staying in the Yolo County Shelter to social service, legal, employment, health or housing agencies.

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep
3.1.1 Shelter advocates will meet with each woman to discuss referral alternatives.	Shelter Advocate	Sept., 30, 1981												
3.1.2 Shelter advocates will assist counselor in completing a "contract agreement" with the shelter resident detailing the tasks she will complete during her shelter stay, i.e. employment counseling at Porject M.O.V.E.	Shelter Advocate	Sept., 30, 1981												
3.1.3 Shelter advocates will assist shelter resident in setting up referral appointments.	Shelter Advocate	Sept., 30, 1981												
3.1.4 Shelter advocates will assist counselor in weekly meetings with each woman to determine progress on the "contract agreement."	Shelter Advocate	Sept., 30, 1981												

CTIVE(S): 3.2 By September 30, 1981, project staff will accompany 30 battered women staying in the Yolo County Shelter to social service, legal, employment, health, or housing agencies.

TASKS		RESPONSIBILITY	DATE ACCOMP.	Oct.	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Se
3.2.1	Shelter advocate will accompany shelter resident to referral appointments if appropriate.	Shelter Advocate	Sept. 30 1981		—	—	—	—	—	—	—	—	—	—	—

VI. Coordination

There are no other programs in Yolo County which coordinate the needs of battered women and their children.

The Yolo County Sexual Assault Center/Battered Women's Center works closely with existing resource agencies in Yolo County in order to avoid any duplication of services. The Center has informal agreements with law enforcement, hospitals, the District Attorney's office, Department of Social Services, Mental Health and others, to inform battered women of the services available through the Battered Women's Center. In addition, Battered Women's Center volunteer counselors and shelter staff are trained to provide referral to existing services in Yolo County.

Through this Battered Women's Advocacy Project, it is expected that liaison with existing services will provide more effective coordination of services. Updated information on shelter services will benefit existing agencies. Complete referral information from each agency will be collected for shelter staff, to further improve the use of existing services. Finally, the written referral system will provide more formal information on the appropriate roles of agency and shelter staff.

VII. POSITION SPECIFICATIONS

Job Title: Shelter Advocate

Agency: Yolo County Sexual Assault Center, Inc. through the Yolo County District Attorney's Office.

Qualifications: Knowledge of community agencies preferred.

Experience: Same

Education: High school diploma and one year of college.

Duties: Responsible for developing written referral system detailing the role of shelter staff and the role of agency staff in referrals.

Salary: $702.00 per month plus benefits.

II. TRAINING PLAN

The training program for the Shelter Advocate includes orientation to the overall policies and procedures of the Sexual Assault Center, direct supervision, and periodic evaluation. An orientation meeting is held between the Shelter Advocate and the Shelter Coordinator to clarify job roles and expectations. Office policies, benefit policies and advancement opportunities are discussed in detail.

Initial training consists of review of materials from the Battered Women's Center, Library materials include information on domestic violence, studies conducted relating to the needs of battered women, and publications regarding potential referral resources. On-going training will include supervision by the Shelter Coordinator. Additionally, training classes such as "Third World Issues in Domestic Violence" and "Making Meetings Work" will be attended by the Shelter Advocate as they occur.

The Shelter Advocate will be trained during the project to recognize and assess needs of battered women in the shelter program. Coordination of accompaniment schedules will also be learned. The Shelter Advocate will be trained to meet with the staff of varied agencies and provide effective liaison.

Evaluation follows current Yolo County policy.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. ____

☒ ORIGINAL ☐ REVISION NO. ____

DATE 9-18-80

Subgrantee Name and Address:

Yolo County Sexual Assault Center
203 F Street
Davis, CA 95616

Contact Person: Maria Towne

Phone 758-0540

Period: From 10-1-80 To 9-30-81

Program Name: Battered Women's Advocacy Project

MONTH	ACTIVITY ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						3,266			3,266
NOV.						3,266			3,266
DEC.						3,266			3,266
JAN.						3,266			3,266
FEB.						3,266			3,266
MAR.						3,266			3,266
APR.						3,266			3,266
MAY						3,266			3,266
JUNE						3,266			3,266
JULY						3,266			3,266
AUG.						3,266			3,266
SEPT.						3,266			3,266
TOTAL						39,192			39,192

MONTH	COST CATEGORY ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			2,808	458				3,266
NOV.			2,808	458				3,266
DEC.			2,808	458				3,266
JAN.			2,808	458				3,266
FEB.			2,808	458				3,266
MAR.			2,808	458				3,266
APR.			2,808	458				3,266
MAY			2,808	458				3,266
JUNE			2,808	458				3,266
JULY			2,808	458				3,266
AUG.			2,808	458				3,266
SEPT.			2,808	458				3,266
TOTAL			33,696	5,496				39,192

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Maria Towne
Signature

Fiscal Officer 9-24-80
Date

CETA Director 9-24-80
Date

YC 105 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Yolo County Sexual Assault Center, Inc.
2. Title VI Project Name: Battered Women's Advocacy Project
3. Position Title: Secretary

		5. Actual Costs	6. Federal Costs
4.	Date Submitted: September 12, 1980		
7.	Total Salary Per Month	$ 702	$ 702
	a. Base Salary	$ 702	$ 702
	b. Additional Holiday Pay	$ -0-	$ -0-
	c. Additional Shify Differential Pay	$ -0-	$ -0-
8.	Overtime Pay	$ -0-	$ -0-
9.	Fringe Benefits	$	$
	a. Social Security...... ______ %	$ -0-	$ -0-
	b. Medical Insurance	$ 30	$ 30
	c. Dental Plan	$ -0-	$ -0-
	d. Uniform Allowance	$ -0-	$ -0-
	e. Workers'Compensation Rate X Expenience Rating X (Salary ÷ 100) 1.08 X ______ X 6.47 = ...	$ 7	$ 7
	f. Mileage 100 miles @ $ .21 per mile.........	$ 21	$ 21
	g. Other (specify)		
	______	$ -0-	$ -0-
	accrued vacation - 2 weeks per year	$ 25	$ 25
10.	Total Fringe Benefits Cost	$ 83	$ 83
11.	Total Position Cost	$ 785	$ 785
12.	Anticipated Salary Increases		
	a. Cost of Living		
	______ % Effective Date ______	$	$
	______ % Effective Date ______	$	$
	b. Step Increases		
	______ % Effective Date 6 mo. after hiring	$	$
	______ % Effective Date ______	$	$
13.	Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
	a. Wages	$ 8,424	$ 8,424
	b. Fringe Benefits	$ 996	$ 996
	c. Total	$ 9,420	$ 9,420

14. Number of Positions Being Requested 1 .

15. Preparded By: Maria Towne

(YC 101)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Yolo County Sexual Assault Center, Inc.
2. Title VI Project Name: Battered Women's Advocacy Project
3. Position Title: Shelter Advocate
4. Date Submitted: September 12, 1980

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$ 702	$ 702
a. Base Salary	$ 702	$ 702
b. Additional Holiday Pay	$ -0-	$ -0-
c. Additional Shify Differential Pay	$ -0-	$ -0-
8. Overtime Pay	$ -0-	$ -0-
9. Fringe Benefits	$	$
a. Social Security...... ______%	$ -0-	$ -0-
b. Medical Insurance	$ 30	$ 30
c. Dental Plan	$ -0-	$ -0-
d. Uniform Allowance	$ -0-	$ -0-
e. Workers' Compensation Rate X Expenience Rating X (Salary ÷ 100) 1.08 X ______ X 6.47 = ...	$ 7	$ 7
f. Mileage 300 miles @ $.21 per mile..........	$ 63	$ 63
g. Other (specify) ______	$ -0-	$ -0-
accrued vacation - 2 weeks per year	$ 25	$ 25
10. Total Fringe Benefits Cost	$ 125	$ 125
11. Total Position Cost	$ 827	$ 827

12. Anticipated Salary Increases		
a. Cost of Living		
______% Effective Date ______	$	$
______% Effective Date ______	$	$
b. Step Increases		
______% Effective Date ______	$	$
______% Effective Date ______	$	$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages	$ 25,272	$ 25,272
b. Fringe Benefits	$ 4,500	$ 4,500
c. Total	$ 29,772	$ 29,772

14. Number of Positions Being Requested 3.

15. Prepared By: Maria Towne

(YC 101)

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Maria [illegible]

Authorized Signature

Date

BK

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI PSE Project

Agreement/ Subgrant No. 80-317

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee Yuba Community College Woodland, Center

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Yuba Community College Woodland Center hereinafter referred to as SUBGRANTEE The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Career Center Assistant

MAILING ADDRESS : 635 California Street

CITY & STATE : Woodland, CA

PHONE : 666-4454

PROGRAM DIRECTOR : Ray Gutierrez

FILED

NOV 5 1980

PETER McNAMEE, Clerk

By

DEPUTY

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980.

The tern of the SUBGRANT shall end on September 30, 1981.

The total amount of the SUBGRANT is $10,383.

Approved for the SUBGRANTEE		Approved by the GRANTOR (PRIME SPONSOR)	
By Signature Earl Orum		By Signature X ARTHUR H EDMONDS	
Name and Title Earl Orum Dean of Instruction	Date 10-28-80	Name and Title FOR Twyla J. Thompson, Chairman Board of Supervisors	Date OCT

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Yuba Community College Woodland, Center hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 676 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

(e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yuba Community College Woodland Center is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Project Contract Narrative

(i) Opperating Budget

(j) Prime Sponsor Significant Segment Goals for Public Service Employment

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $10,383, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-317.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X

ARTHUR H. EDMONDS
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

Yuba Community College District
(Legal Name of SUBGRANTEE)

Earl Orum
(Signature of Authorized Officer)

Earl Orum

October 28 1980
(Date)

Dean of Instruction
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Yuba Community College District
Name of Subgrantee

Earl Crum
Authorized Signature
Earl Crum

October 28, 1980
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Pequirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yuba Community College District
(Legal Name of SUBGRANTEE)

October 28 19 80
(Date)

Earl Orum
(Signature of Authorized Officer)

Earl Orum

Dean of Instruction
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date:

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date:

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha:____________________________

Fecha:____________________________

I. COMPLIANCE STATEMENT

I, Earl Orum, AM RESPONSIBLE FOR

Yuba Community College Wdld. Cntr AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Earl Orum

SIGNATURE OF THE PERSON RESPONSIBLE

Earl Orum

PROJECT CONTRACT NARRATIVE

ABSTRACT

As a public non-profit educational institution, Woodland Center of Yuba Community College provides services to students who represent a wide cross-section of the community. Consequently, information resulting from this project will directly benefit the public in that the information will be available to students and community agencies.

Project activities include:

1. Researching, compiling and categorizing information on non-traditional occupations for males and females. Emphasis will be placed on job opportunities/limitation at the blue-collar and professional levels. A resource list of programs, organizations and individuals will be developed for referral purposes.
2. Researching and evaluating re-entry educational programs. Various academic institutions presently sponsor re-entry programs which vary greatly in terms of structure and support services. A resource list of these programs will be prepared for future services.
3. Assessing re-entry student needs. A questionnaire will be designed and a survey will be conducted to assist in the analysis of and long-term planning for re-entry student services.
4. Designing a re-entry model based on the local community's needs. Based upon results of the research and evaluation of re-entry programs and upon results of the student survey, short and long-term plans will be made to provide services at the Woodland Center.
5. Peer Counseling - assisting students individually or in groups, utilizing career exploration materials.
6. Working under the direct supervision of the Career Counselor to update career information and provide a wider variety of services.

These activities are expected to result in the development of services to students including referrals within the community, resource persons, projects related to non-traditional occupations and a realistic re-entry program designed to be implemented at the Woodland Center. In turn, both students and the community will benefit from improved career development planning.

GOALS AND OBJECTIVES

Goal 1.0. The goal of Yuba Community College is to provide services and information relevant to the local community in terms of education and employment. The focus of this project is to provide re-entry services which will enable students to excel in educational pursuits and to provide appropriate career information to ensure employability, job satisfaction and job retention.

Objective 1.1. By December 30, 1980, the CETA employee will have completed the needs assessment for a re-entry program.

Objective 1.2. By April 15, 1981, the CETA employee will have completed research on non-traditional career opportunities in Yolo County.

Objective 1.3. By September 30, 1981, the CETA employee will have completed and updated all of existing career information materials and established a system for continuous updating in the future.

Objective 1.4. By September 30, 1981, the CETA employee will have gained personal career information, marketable and transferrable skills, and options for transitioning into unsubsidized employment.

ACTIVITIES AND TIMELINES

OBJECTIVE(S):

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct. 1980	Nov. 1980	Dec. 1980	Jan. 1981	Feb. 1981	Mar. 1981	Apr. 1981	May 1981	June 1981	July 1981	Aug. 1981	Sept 1981
Objective 1.1	CETA Employee													
1. Develop Survey		11/1/80		X										
2. Distribute Survey		11/15/80		XX										
3. Analyze Results		12/15/80			XX									
4. Prepare and Submit Recommendations		12/30/80			XX									
Objective 1.2														
1. Contact Appropriate Institutions	CETA Employee	1/30/81				X								
2. Field Research		3/15/81						XX						
3. Prepare and Submit Results		4/15/81							XX					
Objective 1.3														
1. Order Career Materials	CETA Employee	10/1/80 to 9/30/81	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
2. Organize and update present file system														
3. Establish Suspense File														
4. Establish Mailing List for Free Career Related Materials														
Objective 1.4		10/1/80 to 9/30/81	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
1. Attend Appropriate Classes	CETA Employee													
2. Develop Job-Seeking Skills														
3. Research Employment Options														
4. Attain Employment														

COORDINATION

Coordination and linkage for the purposes of providing materials, assistance and resources to the project will be attempted with the local EDD office, local vocational educational agencies, and with four-year educational institutions.

The purpose of such linkage is to gain in-depth career information and designs of re-entry educational programs already in progress.

POSITION SPECIFICATIONS

Experience	:	Past employment within an educational or career-related institution is preferred.
Education	:	High school diploma or GED Equilavency Certificate required. Some college preferred.
Qualifications	:	Proficiency in written and verbal communication skills necessary; capability to organize and research data; typing 40WPM; filing and related clerical skills.
Duties	:	Research, analysis, report writing, public contact, typing, filing.
Salary	:	$638

TRAINING TO BE PROVIDED

Training will be primarily the function of the Career Counselor. It will include classroom training whenever appropriate. The participant will become knowledgeable in educational and vocational planning, job search, and will improve in personal skills which will enhance their future employability.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO. ________

☒ ORGINAL ☐ REVISION NO. ________

DATE 9-16-80

Subgrantee Name and Address:
Yuba Community College - Woodland Center
635 California Street
Woodland, CA 95695

Contact Person: Ray Gutierrez
Phone 666-4454
Period: From 10-1-80 To 9-30-81
Program Name: Career Center Assistant

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						858			858
NOV.						858			858
DEC.						858			858
JAN.						858			858
FEB.						858			858
MAR.						858			858
APR.						858			858
MAY						858			858
JUNE						858			858
JULY						887			887
AUG.						887			887
SEPT.						887			887
TOTAL						10,383			10,383

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			681	177				858
NOV.			681	177				858
DEC.			681	177				858
JAN.			681	177				858
FEB.			681	177				858
MAR.			681	177				858
APR.			681	177				858
MAY			681	177				858
JUNE			681	177				858
JULY			702	185				887
AUG.			702	185				887
SEPT.			702	185				887
TOTAL			8,235	2,148				10,383

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Earl Orum, Dean of Instruction
Name and Title of Authorized Official

Earl Orum
Signature

Fiscal Officer 9-24-
Date

Lawrence L. [illegible] Jr.
CETA Director 9-24-
Date

YC 105 (10-79)

500 First Street
Woodland, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Yuba Community College - Woodland Center
2. Title VI Project Name: Career Center Assistant Trainee
3. Position Title: Career Center Assistant
4. Date Submitted: July 31, 1980

	5. Actual Costs		6. Federal Costs
7. Total Salary per month Range 4, Step A	$ 681.00		$ 681.00
a. Base Salary	$ 681.00		$ 681.00
b. Additional Holiday Pay	$ ---		$ ---
c. Additional Shift Differential Pay	$ ---		$ ---
d. Overtime Pay	$ ---		$ ---
8. Fringe Benefits			
a. Social Security ....________%.......	$ ---N/A		$ ---
b. Medical Insurance	$ 108.05	(Eff. Nov.)	$ 108.05
c. Dental Plan	$ 29.67	(33.53)	$ 29.67
d. Uniform Allowance	$ ---		$ ---
e. Workers' Compensation Rate X Experience Rating X (Salary ÷ 100) 1.69X --- X 681 = ...	$ 11.51		$ 11.51
f. Mileage ________miles @ ________per mile	$ ---		$ ---
g. Other (specify)	$ 9.75		$ 9.75
vision insurance, life insurance	$ 14.35	(Eff. Nov.)	$ 14.35
9. Total Fringe Benefits Cost	$ 173.33	(177.19)	$ 173.33
10. Total Position Cost	$ 854.33	(858.19)	$ 854.33
11. Anticipated Salary Increases			
a. Cost of Living			
6 % Effective Date 7/1/81	$ 42.00		$ 21.00
________% Effective Date ________	$		$
b. Step Increases			
5 % Effective Date 7/1/81	$ 35.00		$ ---
________% Effective Date ________	$		$
12. Estimated Annual Cost (12 month period from October 1, 1980 - September 30, 1980)			
a. Wages	$8,403.00		$ 8,235.00
b. Fringe Benefits	$2,122.42		$ 2,148.00
c. Total	$10,525.42		$10,383.00

13. Number of Positions being requested One.

14. Prepared by: Raymond Gutierrez, Jr.

YC 101

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female - 55%
Male - 45%
14-19 - 5%
20-21 - 17%
22-44 - 67%
45-54 - 7%
55+ - 4%

American Indian/ Alaskan Native - 2%
Asian/Pacific Islander - 3%
Black - 4%
Hispanic - 30%
White - 61%
Handicapped - 5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Earl Orum
Authorized Signature

October 28, 1980
Date

Earl Orum
Dean of Instruction

BOARD OF SUPERVISORS
Yolo County, California

FILE:

TO: Manpower
Subgrantee

MAN-13
Agreements - Yuba
Community College/Wdld
(80-317)

ENTRY: 1
EXCERPT OF MINUTE ORDER NO. 80-665, ITEM NO. 21A OF THE BOARD OF SUPERVISORS MEETING FOR SEPTEMBER 30, 1980 AS INDICATED BELOW:

MOTION: Marchand. SECOND: Black. AYES: Black, DeMars, Marchand, Edmonds.
ABSENT: Thompson.

21A. Approved Agreement Nos. 80-297 to 80-317, Manpower Fiscal Year 1980-81 agreements for CETA Title VI Public Service Employment Projects.

B. Approved Agreement Nos. 80-319 to 80-343, Manpower Fiscal Year 1980-81 agree for Title II-D and Title VI Sustaining Public Service Employment Positions.

C. Approved Agreement Nos. 80-344 to 80-347, Manpower Fiscal Year 1981 agreements with School Districts for CETA Title IV Youth Employment and Training Programs (YETP).

D. Deferred action on an agreement with the Self Directed Placement Corporatio for a Job Search Assistance Program, until October 7, 1980 to obtain information on selection procedures.

E. Approved Agreement No. 80-349, with the University of California at Davis for a Title II-B Public Sector On-The-Job Training (OJT) Program.

F. Approved Agreement Nos. 80-350 to 80-352, with School Districts for CETA Title II-B In-school Youth Programs.

COUNTY OF YOLO

Subgrant Signature Sheet

Title V-I PSE Project

Agreement/ Subgrant No. 80-317

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee Yuba Community College Woodland, Center

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Yuba Community College Woodland Center hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Career Center Assistant

MAILING ADDRESS : 635 California Street

CITY & STATE : Woodland, CA PHONE : 666-4454

PROGRAM DIRECTOR : Ray Gutierrez

FILED
NOV 5 1980
PETER McNAMEE, Clerk
By Vickie Mujaland
DEPUTY

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980.

The tern of the SUBGRANT shall end on September 30, 1981.

The total amount of the SUBGRANT is $10,383.

Approved for the SUBGRANTEE		Approved by the GRANTOR (PRIME SPONSOR)	
By Signature Earl Orum		By Signature	
Name and Title Earl Orum Dean of Instruction	Date 10-28-80	Name and Title FOR Twyla J. Thompson, Chairman Board of Supervisors	Date OCT [illegible] 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Yuba Community College Woodland, Center hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 676 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

(e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yuba Community College Woodland Center is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Project Contract Narrative

(i) Opperating Budget

(j) Prime Sponsor Significant Segment Goals for Public Service Employment

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $10,383, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if the remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-817.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X

ARTHUR H. EDMONDS

(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

Yuba Community College District

(Legal Name of SUBGRANTEE)

Earl Orum

(Signature of Authorized Officer)

Earl Orum

October 28 1980 Dean of Instruction

(Date) (Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Yuba Community College District
Name of Subgrantee

Authorized Signature
Earl Crum

October 28, 1980
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Pequirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yuba Community College District
(Legal Name of SUBGRANTEE)

October 28 19 80
(Date)

(Signature of Authorized Officer)

Earl Orum

Dean of Instruction
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date:

Date:

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.	BETSY A. MARCHAND Mesa de Supervisores, Condado de Yolo

Fecha: ______________________

Fecha: ______________________

I. COMPLIANCE STATEMENT

I, Earl Orum, AM RESPONSIBLE FOR

Yuba Community College_Wdld., Cntr AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Earl Orum
SIGNATURE OF THE PERSON RESPONSIBLE
Earl Orum

PROJECT CONTRACT NARRATIVE

ABSTRACT

As a public non-profit educational institution, Woodland Center of Yuba Community College provides services to students who represent a wide cross-section of the community. Consequently, information resulting from this project will directly benefit the public in that the information will be available to students and community agencies.

Project activities include:

1. Researching, compiling and categorizing information on non-traditional occupations for males and females. Emphasis will be placed on job opportunities/limitation at the blue-collar and professional levels. A resource list of programs, organizations and individuals will be developed for referral purposes.
2. Researching and evaluating re-entry educational programs. Various academic institutions presently sponsor re-entry programs which vary greatly in terms of structure and support services. A resource list of these programs will be prepared for future services.
3. Assessing re-entry student needs. A questionnaire will be designed and a survey will be conducted to assist in the analysis of and long-term planning for re-entry student services.
4. Designing a re-entry model based on the local community's needs. Based upon results of the research and evaluation of re-entry programs and upon results of the student survey, short and long-term plans will be made to provide services at the Woodland Center.
5. Peer Counseling - assisting students individually or in groups, utilizing career exploration materials.
6. Working under the direct supervision of the Career Counselor to update career information and provide a wider variety of services.

These activities are expected to result in the development of services to students including referrals within the community, resource persons, projects related to non-traditional occupations and a realistic re-entry program designed to be implemented at the Woodland Center. In turn, both students and the community will benefit from improved career development planning.

GOALS AND OBJECTIVES

Goal 1.0. The goal of Yuba Community College is to provide services and information relevant to the local community in terms of education and employment. The focus of this project is to provide re-entry services which will enable students to excel in educational pursuits and to provide appropriate career information to ensure employability, job satisfaction and job retention.

Objective 1.1. By December 30, 1980, the CETA employee will have completed the needs assessment for a re-entry program.

Objective 1.2. By April 15, 1981, the CETA employee will have completed research on non-traditional career opportunities in Yolo County.

Objective 1.3. By September 30, 1981, the CETA employee will have completed and updated all of existing career information materials and established a system for continuous updating in the future.

Objective 1.4. By September 30, 1981, the CETA employee will have gained personal career information, marketable and transferrable skills, and options for transitioning into unsubsidized employment.

ACTIVITIES AND TIMELINES

OBJECTIVE(S):

TASKS	RESPONSIBILITY	DATE ACCOMP.	Oct. 1980	Nov. 1980	Dec. 1980	Jan. 1981	Feb. 1981	Mar. 1981	Apr. 1981	May 1981	June 1981	July 1981	Aug. 1981	Sept. 1981
Objective 1.1	CETA Employee													
1. Develop Survey		11/1/80		X										
2. Distribute Survey		11/15/80		XX										
3. Analyze Results		12/15/80			XX									
4. Prepare and Submit Recommendations		12/30/80			XX									
Objective 1.2														
1. Contact Appropriate Institutions	CETA	1/30/81				X								
2. Field Research	Employee	3/15/81						XX						
3. Prepare and Submit Results		4/15/81							XX					
Objective 1.3														
1. Order Career Materials	CETA	10/1/80												
2. Organize and update present file system	Employee	to	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
3. Establish Suspense File		9/30/81												
4. Establish Mailing List for Free Career Related Materials														
Objective 1.4		10/1/80												
		to	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX
1. Attend Appropriate Classes	CETA .	9/30/81												
2. Develop Job-Seeking Skills	Employee													
3. Research Employment Options														
4. Attain Employment														

COORDINATION

Coordination and linkage for the purposes of providing materials, assistance and resources to the project will be attempted with the local EDD office, local vocational educational agencies, and with four-year educational institutions.

The purpose of such linkage is to gain in-depth career information and designs of re-entry educational programs already in progress.

POSITION SPECIFICATIONS

Experience : Past employment within an educational or career-related institution is preferred.

Education : High school diploma or GED Equilavency Certificate required. Some college preferred.

Qualifications: Proficiency in written and verbal communication skills necessary; capability to organize and research data; typing 40WPM; filing and related clerical skills.

Duties : Research, analysis, report writing, public contact, typing, filing.

Salary : $638

TRAINING TO BE PROVIDED

Training will be primarily the function of the Career Counselor. It will include classroom training whenever appropriate. The participant will become knowledgeable in educational and vocational planning, job search, and will improve in personal skills which will enhance their future employability.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI Projects

CONTRACT NO.

☒ ORGINAL ☐ REVISION NO.

DATE 9-16-80

Subgrantee Name and Address:
Yuba Community College - Woodland Center
635 California Street
Woodland, CA 95695

Contact Person: Ray Gutierrez
Phone 666-4454
Period: From 10-1-80 To 9-30-81
Program Name: Career Center Assistant

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						858			858
NOV.						858			858
DEC.						858			858
JAN.						858			858
FEB.						858			858
MAR.						858			858
APR.						858			858
MAY						858			858
JUNE						858			858
JULY						887			887
AUG.						887			887
SEPT.						887			887
TOTAL						10,383			10,383

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			681	177				858
NOV.			681	177				858
DEC.			681	177				858
JAN.			681	177				858
FEB.			681	177				858
MAR.			681	177				858
APR.			681	177				858
MAY			681	177				858
JUNE			681	177				858
JULY			702	185				887
AUG.			702	185				887
SEPT.			702	185				887
TOTAL			8,235	2,148				10,383

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Earl Crum, Dean of Instruction
Name and Title of Authorized Official

Signature

Fiscal Officer 9-24-80
Date

CETA Director 9-24-80
Date

YC 105 (10-79)

500 First Street
Woodland, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Yuba Community College - Woodland Center
2. Title VI Project Name: Career Center Assistant Trainee
3. Position Title: Career Center Assistant
4. Date Submitted: July 31, 1980

	5. Actual Costs		6. Federal Costs
7. Total Salary per month Range 4, Step A	$ 681.00		$ 681.00
a. Base Salary	$ 681.00		$ 681.00
b. Additional Holiday Pay	$ ---		$ ---
c. Additional Shift Differential Pay	$ ---		$ ---
d. Overtime Pay	$ ---		$ ---
8. Fringe Benefits			
a. Social Security ....________%........	$ ---N/A		$ ---
b. Medical Insurance	$ 108.05	(Eff. Nov.)	$ 108.05
c. Dental Plan	$ 29.67	(33.53)	$ 29.67
d. Uniform Allowance	$ ---		$ ---
e. Workers' Compensation Rate X Experience Rating X (Salary ÷ 100) 1.69X ___---___ X 681 = ...	$ 11.51		$ 11.51
f. Mileage ________miles @ ________per mile	$ ---		$ ---
g. Other (specify)	$ 9.75		$ 9.75
vision insurance, life insurance	$ 14.35	(Eff. Nov.)	$ 14.35
9. Total Fringe Benefits Cost	$ 173.33	(177.19)	$ 173.33
10. Total Position Cost	$ 854.33	(858.19)	$ 854.33
11. Anticipated Salary Increases			
a. Cost of Living			
6 % Effective Date 7/1/81	$ 42.00		$ 21.00
% Effective Date	$		$
b. Step Increases			
5 % Effective Date 7/1/81	$ 35.00		$ ---
% Effective Date	$		$
12. Estimated Annual Cost (12 month period from October 1, 1980 - September 30, 1980)			
a. Wages	$8,403.00		$ 8,235.00
b. Fringe Benefits	$2,122.42		$ 2,148.00
c. Total	$10,525.42		$10,383.00

13. Number of Positions being requested One

14. Prepared by: Raymond Gutierrez, Jr.

YC 101

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	55%
Male	45%
14-19	5%
20-21	17%
22-44	67%
45-54	7%
55+	4%
American Indian/ Alaskan Native	2%
Asian/Pacific Islander	3%
Black	4%
Hispanic	30%
White	61%
Handicapped	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Earl Orum
Authorized Signature

October 28, 1980
Date

Earl Orum
Dean of Instruction

BK

COUNTY OF YOLO

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 80-319

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee The Aquarian Effort, Inc.

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and The Aquarian Effort, Inc. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM :	The Aquarian Effort, Inc.
MAILING ADDRESS :	~~2104 Capitol Avenue~~ 1330 "P" STREET
CITY & STATE :	Sacramento, CA 95814 PHONE : 444-6297/~~372-5400~~ 737-1963
PROGRAM DIRECTOR :	Galen Phipps

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80.

The term of the SUBGRANT shall end on 9-30-81.

The total amount of the SUBGRANT is $29,502.00.

OCT 27 1980
PETER McNAMEE, Clerk
BY
DEPUTY

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature Galen L Phipps	By Signature X
Name and Title : GALEN L. PHIPPS PROGRAM Director Date 10/23/80	Name and Title FOR Twyla J. Thompson, Chairman Board of Supervisors Date OCT [illegible] 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the The Aquarian Effort, Inc. ________________ hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
   - (a) Compliance with plans and assurances.
   - (b) Compliance with Part 676 of the Regulations.
   - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
   - (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
   - (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Aquarian Effort, Inc. is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Operating Budget

(i) Prime Sponsor Significant Segment Goals for Public Service Employment

(j)

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $29,502.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-319.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X Arthur H Edmonds
ARTHUR H. EDMONDS
(Signature of Authorized Officer)
FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors
(Title of Authorized Officer)

THE AQUARIAN EFFORT, INC.
(Legal Name of SUBGRANTEE)

Galen L Phipps
(Signature of Authorized Officer)

OCTOBER 23 19 80
(Date)

PROGRAM DIRECTOR
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

THE AQUARIAN EFFORT, INC.
Name of Subgrantee

Galen L. Phipps
Authorized Signature

OCTOBER 23, 1980
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Pequirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular, 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

THE AQUARIAN EFFORT, INC (Legal Name of SUBGRANTEE) OCTOBER 23 19 80 (Date)

Galen L. Phipps
(Signature of Authorized Officer)

PROGRAM DIRECTOR
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date:

Date:

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha:

Fecha:

I. COMPLIANCE STATEMENT

I, GALEN L. PHIPPS, AM RESPONSIBLE FOR

THE AQUARIAN EFFORT, INC AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Galen L Phipps
SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO.

☒ ORGINAL ☐ REVISION NO.

DATE 9-16-80

Subgrantee Name and Address:
The Aquarian Effort, Inc.
2104 Capitol Avenue
Sacramento, CA 95814

Contact Person: Gales Phipps

Phone 444-6297/372-5400

Period: From 10-1-80 To 9-30-81

Program Name:

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						2,406			2,406
NOV.						2,406			2,406
DEC.						2,406			2,406
JAN.						2,406			2,406
FEB.						2,406			2,406
MAR.						2,406			2,406
APR.						2,511			2,511
MAY						2,511			2,511
JUNE						2,511			2,511
JULY						2,511			2,511
AUG.						2,511			2,511
SEPT.						2,511			2,511
TOTAL						29,502			29,502

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			1,989	417				2,406
NOV.			1,989	417				2,406
DEC.			1,989	417				2,406
JAN.			1,989	417				2,406
FEB.			1,989	417				2,406
MAR.			1,989	417				2,406
APR.			2,091	420				2,511
MAY			2,091	420				2,511
JUNE			2,091	420				2,511
JULY			2,091	420				2,511
AUG.			2,091	420				2,511
SEPT.			2,091	420				2,511
TOTAL			24,480	5,022				29,502

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Galen L. Phipps, Program Director
Name and Title of Authorized Official

Galen L. Phipps
Signature

For CETA Approval Only:

Fiscal Officer 9-24-80
Date

CETA Director 9-24-80
Date

YC 106 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: The Aquarian Effort, Inc.
2. Title VI Project Name:
3. Position Title: Drug Abuse Counselor Trainee I
4. Date Submitted: 9-16-80

		5. Actual Costs	6. Federal Costs
7.	Total Salary Per Month	$	$ 663.00
	a. Base Salary	$	$ 622.50
	b. Additional Holiday Pay	$	$ 40.50
	c. Additional Shify Differential Pay	$	$ -
8.	Overtime Pay	$	$ -
9.	Fringe Benefits	$	$
	a. Social Security...... ______ %	$	$ -
	b. Medical Insurance	$	$ 97.00
	c. Dental Plan	$	$ 26.00
	d. Uniform Allowance	$	$ -
	e. Workers'Compensation Rate X Expenience Rating X (Salary ÷ 100) 240 X .84 X $6.63 = ...	$	$ 13.37
	f. Mileage ______ miles @ ______ per mile..........	$	$
	g. Other (specify)	$	$
	Life Insurance	$	$ 2.40
10.	Total Fringe Benefits Cost	$	$ 138.77
11.	Total Position Cost	$	$ 801.77
12.	Anticipated Salary Increases		
	a. Cost of Living		
	______ % Effective Date ______	$	$
	______ % Effective Date ______	$	$
	b. Step Increases		
	5 % Effective Date 4-1-81	$	$ 33.15
	______ % Effective Date ______	$	$
13.	Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
	a. Wages	$	$ 24,480.00
	b. Fringe Benefits	$	$ 5,022.00
	c. Total	$	$ 29,502.00

14. Number of Positions Being Requested 3.

15. Preparded By: Christina Crist

(YC 101)

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female - 55%
Male - 45%
14-19 - 5%
20-21 - 17%
22-44 - 67%
45-54 - 7%
55+ - 4%

American Indian/ Alaskan Native - 2%
Asian/Pacific Islander - 3%
Black - 4%
Hispanic - 30%
White - 61%
Handicapped - 5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Galen L Phipps
Authorized Signature

OCTOBER 23, 1980
Date

BK

COUNTY OF YOLO

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 80-326

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee City of Winters

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and City of Winters hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED
DEC 11 1980
PETER McNAMEE, Clerk
By Amma M Galva
DEPUTY

PROGRAM	:	City of Winters	
MAILING ADDRESS	:	318 First Street	
CITY & STATE	:	Winters, CA 95694	PHONE : 795-4910
PROGRAM DIRECTOR	:	Mike Jones	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80.

The term of the SUBGRANT shall end on 9-30-81.

The total amount of the SUBGRANT is $11,727.00.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature X Arthur H Edmonds ARTHUR H. EDMONDS
Name and Title / Date MICHAEL E. JONES ADMINISTRATOR 12/2/80	Name and Title / Date FOR Twyla J. Thompson, Chairman OCT 2 1980 Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the City of Winters _______________ hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 676 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

(e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The City of Winters ______ is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Operating Budget

(i) Prime Sponsor Significant Segment Goals for Public Service Employment

(j)

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $11,727.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-320.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

x Arthur H Edmonds
ARTHUR H. EDMONDS
(Signature of Authorized Officer)
FOR
Twyla J. Thompson, Chairman County
Yolo Board of Supervisors
(Title of Authorized Officer)

CITY OF WINTERS
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

12/2 1980
(Date)

ADMINISTRATOR
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

CITY OF WINTERS
Name of Subgrantee

Authorized Signature

12/2/80
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Pequirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular, 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

CITY OF WINTERS
(Legal Name of SUBGRANTEE)

12/2 1980
(Date)

(Signature of Authorized Officer)

ADMINISTRATOR
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR. County Administrative Officer	BETSY A. MARCHAND Chairman Yolo County Board of Supervisors
Date:________________	Date:________________

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan indíviduos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.	BETSY A. MARCHAND Mesa de Supervisores, Condado de Yolo
Fecha: ______________________	Fecha: ______________________

I. COMPLIANCE STATEMENT

I, Michael E. Jones, AM RESPONSIBLE FOR

City Of Winters AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. ____

☒ ORGINAL ☐ REVISION NO. ____

DATE 9-16-80

Subgrantee Name and Address:

City of Winters
318 First Street
Winters, CA 95694

Contact Person: Mike Jones

Phone 795-4910

Period: From 10-1-80 To 9-31-81

Program Name: ____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						928			928
NOV.						928			928
DEC.						928			928
JAN.						974			974
FEB.						974			974
MAR.						974			974
APR.						974			974
MAY						974			974
JUNE						974			974
JULY						1,033			1,033
AUG.						1,033			1,033
SEPT.						1,033			1,033
TOTAL						11,727			11,727

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			697	231				928
NOV.			697	231				928
DEC.			697	231				928
JAN.			732	242				974
FEB.			732	242				974
MAR.			732	242				974
APR.			732	242				974
MAY			732	242				974
JUNE			732	242				974
JULY			783	250				1,033
AUG.			783	250				1,033
SEPT.			783	250				1,033
TOTAL			8,832	2,895				11,727

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

MICHAEL E. JONES, ADMINISTRATOR
Name and Title of Authorized Official

Signature

Fiscal Officer 9-24-80
Date

CETA Director 9-24-80
Date

YC 105 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: City of Winters
2. Title VI Project Name:
3. Position Title: Police Service Aide
4. Date Submitted: 9-16-80

		5. Actual Costs	6. Federal Costs
7.	Total Salary Per Month	$	$ 697.00
a.	Base Salary	$	$ 697.00
b.	Additional Holiday Pay	$	$ -
c.	Additional Shify Differential Pay	$	$ -
8.	Overtime Pay	$	$ -
9.	Fringe Benefits	$	$
a.	Social Security...... 12.26 %	$	$ 85.51
b.	Medical Insurance	$	$ 87.27
c.	Dental Plan	$	$ 33.84
d.	Uniform Allowance	$	$ -
e.	Workers'Compensation Rate X Expenience Rating X (Salary ÷ 100) ____ X 3.498 X $6.97 = ...	$	$ 24.39
f.	Mileage ____ miles @ ____ per mile..........	$	$ -
g.	Other (specify)	$	$ -
	____	$	$
10.	Total Fringe Benefits Cost	$	$ 231.01
11.	Total Position Cost	$	$ 928.01
12.	Anticipated Salary Increases		
a.	Cost of Living		
	7 % Effective Date 7-1-81	$	$ 51.23
	____ % Effective Date ____	$	$
b.	Step Increases		
	5 % Effective Date 1-1-81	$	$ 34.85
	____ % Effective Date ____	$	$
13.	Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a.	Wages	$	$ 8,832.00
b.	Fringe Benefits	$	$ 2,895.00
c.	Total	$	$ 11,727.00

14. Number of Positions Being Requested 1.

15. Preparded By: Christina Crist

(YC 101)

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature

12/2/80

Date

BK

COUNTY OF YOLO

RECEIVED OCT 2 8 1980

Subgrant Signature Sheet

Title IID

Agreement/
Subgrant No. 80-321

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee City of Woodland

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and City of Woodland hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

NOV 1 2 1980

PETER McNAMEE, Clerk

By Rickie [illegible]

DEPUTY

PROGRAM : City of Woodland

MAILING ADDRESS : 300 First Street

CITY & STATE : Woodland, CA 95695 PHONE : 662-5416

PROGRAM DIRECTOR : Kris Kristensen

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is $31,752.00

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature Thos. A. Peterson	By Signature Arthur H. Edmonds ARTHUR H. EDMONDS FOR
Name and Title Thomas A. Peterson City Manager Date 10-24-80	Name and Title Twyla J. Thompson, Chairman Board of Supervisors Date OCT 2 19

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the City of Woodland ______ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 676 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

(e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The City of Woodland ______________ is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Operating Budget

(i) Prime Sponsor Significant Segment Goals for Public Service Employment

(j)

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 31,752.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited.

If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has receivēd any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-321.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X Arthur H Edmonds
ARTHUR H. EDMONDS
(Signature of Authorized Officer)
FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors
(Title of Authorized Officer)

City of Woodland
(Legal Name of SUBGRANTEE)

Thos. A. Peterson
(Signature of Authorized Officer)

October 24 1980
(Date)

City Manager
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

City of Woodland

Name of Subgrantee

Thos. A. Peterson

Authorized Signature

October 24, 1980

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Pequirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

City of Woodland
(Legal Name of SUBGRANTEE)

October 24 1980
(Date)

Thos. A. Peterson
(Signature of Authorized Officer)

City Manager
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date:

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date:

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha:________________________

Fecha:________________________

I. COMPLIANCE STATEMENT

I, Thomas A. Peterson, AM RESPONSIBLE FOR

City of Woodland AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Thos. A. Peterson
SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 Fir[illegible] Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO.

☒ ORGINAL

☐ REVISION NO.

DATE 9-16-80

Subgrantee Name and Address:

City of Woodland
300 First Street
Woodland, CA 95695

Contact Person: Kris Kristensen

Phone 662-5416

Period: From 10-1-80 To 9-30-81

Program Name:

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						2,592			2,592
NOV.						2,592			2,592
DEC.						2,592			2,592
JAN.						2,592			2,592
FEB.						2,592			2,592
MAR.						2,592			2,592
APR.						2,700			2,700
MAY						2,700			2,700
JUNE						2,700			2,700
JULY						2,700			2,700
AUG.						2,700			2,700
SEPT.						2,700			2,700
TOTAL						31,752			31,752

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			1,929	663				2,592
NOV.			1,929	663				2,592
DEC.			1,929	663				2,592
JAN.			1,929	663				2,592
FEB.			1,929	663				2,592
MAR.			1,929	663				[illegible]
APR.			2,028	672				2,700
MAY			2,028	672				[illegible]
JUNE			2,028	672				2,700
JULY			2,028	672				2,700
AUG.			2,028	672				2,700
SEPT.			2,028	672				2,700
TOTAL			23,742	8,010				31,752

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Thomas A. Peterson, City Manager
Name and Title of Authorized Official

Thos. A. Peterson
Signature

For CETA Approval Only:

Fiscal Officer
Date

CETA Director
Date

YOLO COUNTY MANPOWER DIVISIO
500 First Street
Woodland, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: City of Woodland
2. Title VI Project Name:
3. Position Title: Parks Maintenance Worker Trainee
4. Date Submitted: 9-16-80

	5. Actual Costs	6. Federal Costs
7. Total Salary per month	$ 643	$ 643
a. Base Salary	$ 643	$ 643
b. Additional Holiday Pay	$	$
c. Additional Shift Differential Pay	$	$
8. Overtime Pay	$	$
9. Fringe Benefits		
a. Social Security .... N/A %.......	$	$
b. Medical Insurance	$ 133	$ 133
c. Dental Plan	$	$
d. Uniform Allowance	$ 8	$ 8
e. Workers' Compensation Rate X Experience Rating X (Salary ÷ 100) 10.25 X 83% X 6.43 = ...	$ 55	$ 55
f. Mileage miles @ per mile	$	$
g. Other (specify)	$	$
Accrued Vacation	$ 24.84	$ 24.84
10. Total Fringe Benefits Cost	$ 220.84	$ 220.84
11. Total Position Cost	$ 863.84	$ 863.84
12. Anticipated Salary Increases		
a. Cost of Living		
% Effective Date	$	$
% Effective Date	$	$
b. Step Increases		
5 % Effective Date 04-01-80	$ 33.00	$ 33.00
% Effective Date	$	$
13. Estimated Annual Cost (12 month period from October 1, 1980 - September 30, 1981)		
a. Wages	$ 7,914	$ 23,742
b. Fringe Benefits	$ 2,670	$ 8,010
c. Total	$ 10,584	$ 31,752

14. Number of Positions being requested 3.

15. Prepared by: Kris Kristensen, Personnel Director

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female - 55%
Male - 45%
14-19 - 5%
20-21 - 17%
22-44 - 67%
45-54 - 7%
55+ - 4%
American Indian/ Alaskan Native - 2%
Asian/Pacific Islander - 3%
Black - 4%
Hispanic - 30%
White - 61%
Handicapped - 5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Thos. A. Peterson
Authorized Signature

October 24, 1980
Date

BK

COUNTY OF YOLO

RECEIVED OCT 31 1980

Subgrant Signature Sheet

Title IID

Agreement/
Subgrant No. 80-322

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee Davis Joint Unified School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Davis Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Davis Joint Unified School District

NOV 3 1980
PETER McNAMEE, Clerk
By Julie Stephens
DEPUTY

MAILING ADDRESS : 526 "B" Street

CITY & STATE : Davis, California 95616 PHONE : 756-0464

PROGRAM DIRECTOR : Leo Masson

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-01-80.

The tern of the SUBGRANT shall end on 9-30-81.

The total amount of the SUBGRANT is $9,813.00.

Approved for the SUBGRANTEE		Approved by the GRANTOR (PRIME SPONSOR)	
By Signature Robert L Trigg		By Signature X Arthur H Edmonds ARTHUR H EDMONDS	
Name and Title	Date	Name and Title FOR	Date OCT 2 1980
Robert L. Trigg District Superintendent	10-23-80	Twyla J. Thompson, Chairman Board of Supervisors	

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Davis Joint Unified School District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Davis Joint Unified School District is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Operating Budget

(i) Prime Sponsor Significant Segment Goals for Public Service Employment

(j)

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $9,813.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has receivēd any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-322.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

x

ARTHUR H. [illegible]

(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County Yolo Board of Supervisors

(Title of Authorized Officer)

Davis Joint Unified School District

(Legal Name of SUBGRANTEE)

Robert L. [illegible]

(Signature of Authorized Officer)

October 23, 1980

(Date)

District Superintendent

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Davis Joint Unified School District
Name of Subgrantee

Robert L.
Authorized Signature

October 23, 1980
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Pequirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular, 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Davis Joint Unified School District
(Legal Name of SUBGRANTEE)

October 23 1980
(Date)

Robert L. [illegible]
(Signature of Authorized Officer)

District Superintendent
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: ______________________

Date: ______________________

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha:__________

Fecha:__________

I. COMPLIANCE STATEMENT

I, Robert L. Trigg, AM RESPONSIBLE FOR

Davis Joint Unified School District AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Robert L. Trigg

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO.

☒ ORGINAL ☐ REVISION NO.

DATE 9-16-80

Subgrantee Name and Address:
Davis Joint Unified School District
526 "B" Street
Davis, California 95616

Contact Person: Leo Masson
Phone 756-0464
Period: From 10-01-80 To 9-30-81
Program Name:

MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
	ACTIVITY								
OCT.									
NOV.						804			804
DEC.						804			804
JAN.						804			804
FEB.						804			804
MAR.						804			804
APR.						804			804
MAY						804			804
JUNE						804			804
JULY						804			804
AUG.						859			859
SEPT.						859			859
TOTAL						859			859
						9,813			9,813

MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
	COST CATEGORY							
OCT.								
NOV.			691	113				804
DEC.			691	113				804
JAN.			691	113				804
FEB.			691	113				804
MAR.			691	113				804
APR.			691	113				804
MAY			691	113				804
JUNE			691	113				804
JULY			691	113				804
AUG.			746	113				859
SEPT.			746	113				859
TOTAL			746	113				859
			8,457	1,356				9,813

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Robert L. Trigg
District Superintendent
Name and Title of Authorized Official

Robert L. Trigg
Signature

For CETA Approval Only:

Fiscal Officer — Date [illegible]

Lawrence L. [illegible] Jr.
CETA Director — Date 9-24-8[illegible]

YC 106 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Davis Joint Unified School District
2. Title VI Project Name:
3. Position Title: Account Clerk/Attendant
4. Date Submitted: 9-16-80

		5. Actual Costs	6. Federal Costs
7.	Total Salary Per Month	$	$ 691.00
	a. Base Salary	$	$ 691.00
	b. Additional Holiday Pay	$	$
	c. Additional Shify Differential Pay	$	$
8.	Overtime Pay	$	$
9.	Fringe Benefits	$	$
	a. Social Security...... ______ %	$	$
	b. Medical Insurance	$	$ 90.28
	c. Dental Plan	$	$ 13.89
	d. Uniform Allowance	$	$
	e. Workers'Compensation Rate X Expenience Rating X (Salary ÷ 100) ____ X ______________ X ______ = ...	$	$ 8.37
	f. Mileage _______ miles @ _________ per mile.........	$	$
	g. Other (specify)	$	$
	______________________________	$	$
10.	Total Fringe Benefits Cost	$	$ 112.54
11.	Total Position Cost	$	$ 803.54

12.	Anticipated Salary Increases		
	a. Cost of Living		
	8 % Effective Date 7-01-81	$	$ 55.28
	______ % Effective Date ________	$	$
	b. Step Increases		
	______ % Effective Date ________	$	$
	______ % Effective Date ________	$	$

13.	Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
	a. Wages	$	$8,457.00
	b. Fringe Benefits	$	$1,356.00
	c. Total	$	$9,813.00

14. Number of Positions Being Requested 1 .

15. Prepared By: Christina Crist

(YC 101)

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female - 55%
Male - 45%
14-19 - 5%
20-21 - 17%
22-44 - 67%
45-54 - 7%
55+ - 4%

American Indian/ Alaskan Native - 2%
Asian/Pacific Islander - 3%
Black - 4%
Hispanic - 30%
White - 61%
Handicapped - 5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Robert L. Tuggi

Authorized Signature

October 23, 1980

Date

BK

COUNTY OF YOLO

RECEIVED OCT 2 2 1980

Subgrant Signature Sheet

Title II D

Agreement/
Subgrant No. 80-323

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee Economic Opportunity Commission

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Economic Opportunity Commission of Yolo County hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

NOV 5 19
PETER McNAMEE
BY
DEPUTY

PROGRAM :	Economic Opportunity Commission of Yolo County
MAILING ADDRESS :	442 College Street
CITY & STATE :	Woodland, CA 95695 PHONE : 666-0981
PROGRAM DIRECTOR :	Audrey Smith

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is $24,984.00

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature x Arthur H Edmonds
Name and Title Date	ARTHUR H. EDMONDS Name and Title FOR Date OCT 2 198 Twyla J. Thompson, Chairman Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Economic Opportunity Commission ______ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

(a) Compliance with plans and assurances.

(b) Compliance with Part 676 of the Regulations.

(c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

(d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

(e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Economic Opportunity Commission of Yolo County is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.
(b) Signature Sheet.
(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
(d) Code of Federal Regulations - 41 CFR Part 29-70
(e) Code of Federal Regulations - 5 CFR Part 900
(f) CFR Assurances and Certifications
(g) Exhibit A - CETA Affirmative Action Plan
(h) Operating Budget
(i) Prime Sponsor Significant Segment Goals for Public Service Employment
(j)
(k)
(l)
(m)
(n)
(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $ 24,984.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited.

If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has receivẽd any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-323.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Arthur H Edmonds

ARTHUR H. EDMONDS

(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

____

(Legal Name of SUBGRANTEE)

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(Signature of Authorized Officer)

______________________ 19____

(Date)

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(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Pequirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular, 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

   a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

______________________________ ______________________ 19______
(Legal Name of SUBGRANTEE) (Date)

____
(Signature of Authorized Officer)

____
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date: ____________________

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: ____________________

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Cívil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: ______________________

Fecha: ______________________

I. COMPLIANCE STATEMENT

I, ______________________________, AM RESPONSIBLE FOR

______________________________ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

____
SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. ____________

☒ ORGINAL ☐ REVISION NO. ______

DATE 9-16-80

Subgrantee Name and Address:

Economic Opportunity Commission of Yolo County
442 College Street
Woodland, CA 95695

Contact Person: Audrey Smith

Phone 666-0981

Period: From 10-1-80 To 9-30-81

Program Name: ____________

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						2,032			2,032
NOV.						2,032			2,032
DEC.						2,032			2,032
JAN.						2,032			2,032
FEB.						2,032			2,032
MAR.						2,032			2,032
APR.						2,132			2,132
MAY						2,132			2,132
JUNE						2,132			2,132
JULY						2,132			2,132
AUG.						2,132			2,132
SEPT.						2,132			2,132
TOTAL						24,984			24,984

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			1,880	152				2,032
NOV.			1,880	152				2,032
DEC.			1,880	152				2,032
JAN.			1,880	152				2,032
FEB.			1,880	152				2,032
MAR.			1,880	152				2,032
APR.			1,973	159				2,132
MAY			1,973	159				2,132
JUNE			1,973	159				2,132
JULY			1,973	159				2,132
AUG.			1,973	159				2,132
SEPT.			1,973	159				2,132
TOTAL			23,118	1,866				24,984

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AN THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Audrey Smith
Signature

For CETA Approval Only:

Fiscal Officer 9-24-
Date

CETA Director 9-24-
Date

YC 105 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Economic Opportunity Commission of Yolo County
2. Title VI Project Name:
3. Position Title: Cannery Outreach Worker
4. Date Submitted: 9-16-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$	$ 626.00
a. Base Salary	$	$ 626.00
b. Additional Holiday Pay	$	$ -
c. Additional Shify Differential Pay	$	$ -
8. Overtime Pay	$	$ -
9. Fringe Benefits	$	$
a. Social Security...... 6.13%	$	$ 38.37
b. Medical Insurance	$	$ -
c. Dental Plan	$	$ -
d. Uniform Allowance	$	$ -
e. Workers' Compensation Rate X Expenience Rating X (Salary ÷ 100) ____ X 5.02 X $6.26 = ...	$	$ 31.43
f. Mileage ______ miles @ ________ per mile..........	$	$ -
g. Other (specify)	$	$ -
____________________	$	$ -
10. Total Fringe Benefits Cost	$	$ 69.40
11. Total Position Cost	$	$ 695.80

12. Anticipated Salary Increases		
a. Cost of Living		
______ % Effective Date ______	$	$
______ % Effective Date ______	$	$
b. Step Increases		
5 % Effective Date 4-1-81	$	$ 31.30
______ % Effective Date ______	$	$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages	$	$ 7,698
b. Fringe Benefits	$	$ 858
c. Total	$	$ 8,556

14. Number of Positions Being Requested 1.

15. Preparded By: Christina Crist

(YC 101)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Economic Opportunity Commission
2. Title VI Project Name:
3. Position Title: Clerk Typist
4. Date Submitted: 9-16-80

		5. Actual Costs	6. Federal Costs
7.	Total Salary Per Month	$	$ 627.00
	a. Base Salary	$	$ 627.00
	b. Additional Holiday Pay	$	$ -
	c. Additional Shify Differential Pay	$	$ -
8.	Overtime Pay	$	$ -
9.	Fringe Benefits	$	$
	a. Social Security...... ______ %	$	$ 38.44
	b. Medical Insurance	$	$ -
	c. Dental Plan	$	$ -
	d. Uniform Allowance	$	$ -
	e. Workers'Compensation Rate X Expenience Rating X (Salary ÷ 100) ____ X ______________ X ______ = ...	$	$ 2.70
	f. Mileage _______ miles @ _________ per mile.........	$	$ -
	g. Other (specify)		
		$	$ -
	______________________________	$	$ -
10.	Total Fringe Benefits Cost	$	$ 41.14
11.	Total Position Cost	$	$ 668.14
12.	Anticipated Salary Increases		
	a. Cost of Living		
	______ % Effective Date ______	$	$
	______ % Effective Date ______	$	$
	b. Step Increases		
	5 % Effective Date 04-01-81	$	$ 31.35
	______ % Effective Date ______	$	$
13.	Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
	a. Wages	$	$ 15,420
	b. Fringe Benefits	$	$ 1,008
	c. Total	$	$ 16,428

14. Number of Positions Being Requested 2 .

15. Preparded By: Christina Crist

(YC 101)

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female - 55%
Male - 45%
14-19 - 5%
20-21 - 17%
22-44 - 67%
45-54 - 7%
55+ - 4%

American Indian/ Alaskan Native - 2%
Asian/Pacific Islander - 3%
Black - 4%
Hispanic - 30%
White - 61%
Handicapped - 5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature

Date

BK

COUNTY OF YOLO

ECEIVED OCT 2 8 1980

Subgrant Signature Sheet

Title IID

Agreement/ Subgrant No. 80-324

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee Planned Parenthood Association

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Planned Parenthood Association of Yolo County hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

OCT 30 1980

PETER McNAMEE, Clerk
By Rubie
DEPUTY

PROGRAM :	Planned Parenthood Association of Yolo County	
MAILING ADDRESS :	327 College Street	
CITY & STATE :	Woodland, CA 95695	PHONE : 622-4646
PROGRAM DIRECTOR :	Sherry Nelssen	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80.

The term of the SUBGRANT shall end on 9-30-81.

The total amount of the SUBGRANT is $12,342.00.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature Linell Fromm	By Signature Arthur H. Edmonds ARTHUR H. EDMONDS
Name and Title Date LINELL FROMM 10/25/80 Ex. Director	Name and Title FOR Date Twyla J. Thompson, Chairman OCT 8 1980 Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Planned Parenthood Association ________________ hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

   (a) Compliance with plans and assurances.

   (b) Compliance with Part 676 of the Regulations.

   (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.

   (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).

   (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Planned Parenthood Association of Yolo County is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.
(b) Signature Sheet.
(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
(d) Code of Federal Regulations - 41 CFR Part 29-70
(e) Code of Federal Regulations - 5 CFR Part 900
(f) CFR Assurances and Certifications
(g) Exhibit A - CETA Affirmative Action Plan
(h) Operating Budget
(i) Prime Sponsor Significant Segment Goals for Public Service Employment
(j)
(k)
(l)
(m)
(n)
(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $12,342.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited.

If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-324.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

x Arthur H Edmonds

ARTHUR H. EDMONDS

(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

Planned Parenthood Assn. of Yolo County

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

10/25 1980

(Date)

Ex. Director

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Planned Parenthood Assn. of Yolo County
Name of Subgrantee

Authorized Signature

10/25/80
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

    a. It will comply wity the Pequirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

    b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular, 74-4; and Office of Management and Budget Circular A-102.

    c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

    d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

    e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

    f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

    g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

    h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

    i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Planned Parenthood Assn. of Yolo County
(Legal Name of SUBGRANTEE)

10/25 1980
(Date)

(Signature of Authorized Officer)

Ex. Director
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date:

Date:

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha:

Fecha:

I. COMPLIANCE STATEMENT

I, LINELL FROMM, AM RESPONSIBLE FOR

Planned Parenthood Assn. of Yolo County AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

Linell Fromm

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNT EMPLOYMENT AND TRAINING ADMINI RATION
500 Fi Street, Woodland, California 5695

CETA OPERATING BUDGET

TITLE: IID

CONTRACT NO. ________

☒ ORGINAL ☐ REVISION NO. ______

DATE 9-16-80

Subgrantee Name and Address:
Planned Parenthood Association of Yolo County
327 College Street
Woodland, CA 95695

Contact Person: Sherry Nelssen
Phone 662-4646
Period: From 10-1-80 To 9-30-81
Program Name: ________

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						966			966
NOV.						966			966
DEC.						966			966
JAN.						966			966
FEB.						1,026			1,026
MAR.						1,026			1,026
APR.						1,071			1,071
MAY						1,071			1,071
JUNE						1,071			1,071
JULY						1,071			1,071
AUG.						1,071			1,071
SEPT.						1,071			1,071
TOTAL						12,342			12,342

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			738	228				966
NOV.			738	228				966
DEC.			738	228				966
JAN.			738	228				966
FEB.			790	236				1,026
MAR.			790	236				1,026
APR.			829	242				1,071
MAY			829	242				1,071
JUNE			829	242				1,071
JULY			829	242				1,071
AUG.			829	242				1,071
SEPT.			829	242				1,071
TOTAL			9,506	2,836				12,342

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

LINELL FROMAN, Ex. Director
Name and Title of Authorized Official

Linell Froman
Signature

For CETA Approval Only:

Fiscal Officer 9-24-80
Date

Lawrence L. Chavez Jr.
CETA Director 9-24-80
Date

YC 105 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Planned Parenthood Association of Yolo County
2. Title VI Project Name:
3. Position Title: Clinic Aid Trainee
4. Date Submitted: 9-16-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$	$ 738.00
a. Base Salary	$	$ 738.00
b. Additional Holiday Pay	$	$ -
c. Additional Shify Differential Pay	$	$ -
8. Overtime Pay	$	$ -
9. Fringe Benefits	$	$
a. Social Security...... 12.26 %	$	$ 90.48
b. Medical Insurance	$	$ 85.00
c. Dental Plan	$	$ -
d. Uniform Allowance	$	$ -
e. Workers'Compensation Rate X Expenience Rating X (Salary ÷ 100) ____ X ________ X ____ = ...	$	$ -
f. Mileage ____ miles @ ____ per mile.........	$	$ 30.00
g. Other (specify)	$	$ -
Unemployment Ins. (1/2 FICA = 3.07%)	$	$ 22.66
10. Total Fringe Benefits Cost	$	$ 228.14
11. Total Position Cost	$	$ 966.14

	5. Actual Costs	6. Federal Costs
12. Anticipated Salary Increases		
a. Cost of Living		
7 % Effective Date 2-1-81	$	$ 51.66
____ % Effective Date ____	$	$
b. Step Increases		
5 % Effective Date 4-1-81	$	$ 39.50
____ % Effective Date ____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$	$ 9,506.00
b. Fringe Benefits	$	$ 2,836.00
c. Total	$	$ 12,342.00

14. Number of Positions Being Requested 1 .

15. Preparded By: Christina Crist

(YC 101)

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female - 55%
Male - 45%
14-19 - 5%
20-21 - 17%
22-44 - 67%
45-54 - 7%
55+ - 4%

American Indian/Alaskan Native - 2%
Asian/Pacific Islander - 3%
Black - 4%
Hispanic - 30%
White - 61%
Handicapped - 5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature

10/25/80
Date

BK

COUNTY OF YOLO

Subgrant Signature Sheet

Title II D

Agreement/ Subgrant No. 80-325

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee Praul Center

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Praul Center hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Praul Center

NOV 19 1980

MAILING ADDRESS : P.O. Box 405

PETER McNAMES, Clerk
By
DEPUTY

CITY & STATE : Davis, CA 95616 PHONE : 756-2879

PROGRAM DIRECTOR : Evelyn Praul

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80.

The term of the SUBGRANT shall end on 9-30-81.

The total amount of the SUBGRANT is $9,860.00.

Approved for the SUBGRANTEE	Approved by the GRANTOR (PRIME SPONSOR)
By Signature	By Signature
Name and Title Date Evelyn Praul Director [illegible]	ARTHUR H. EDMONDS Name and Title FOR Date OCT 2 1980 Twyla J. Thompson, Chairman Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Praul Center ______________________ hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
   - (a) Compliance with plans and assurances.
   - (b) Compliance with Part 676 of the Regulations.
   - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
   - (d) Providing job training and employment opportunitites for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
   - (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Praul Center is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Code of Federal Regulations - 5 CFR Part 900

(f) CFR Assurances and Certifications

(g) Exhibit A - CETA Affirmative Action Plan

(h) Operating Budget

(i) Prime Sponsor Significant Segment Goals for Public Service Employment

(j)

(k)

(l)

(m)

(n)

(o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of $9,860.00, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calender month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, inculding the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any upaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all otherpertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to particpants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' particpation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

(a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.

(b) If SUBGRANTEE is in default under any provisions of this agreement.

(c) If SUBGRANTEE maintains a pattern of discrimination.

(d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.

(e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

(1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.

(2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.

(3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.

(4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

12. Monthly Report

Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

(a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.

(b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.

(c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.

(d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

(e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

(a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.

(b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

(a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.

(b) In the case of income generated by projects under YCCIP. SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this secion shall apply.

(c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

authorize others to do so. If any material described in the previous sentence is subject to copyright, PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to copyright such and SUBGRANTEE agrees not to copyright such material. If the material is copyrighted, PRIME SPONSOR and/or the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in the whole or in part, and to authorize others to do so.

19. Publication

Before publishing any materials produced by activities supported by this agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention ot PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clear Air Act of 1970

If the amount of this SUBGRANT exceeds $100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insuror certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immedicately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-325.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

x Arthur H Edmonds

ARTHUR H EDMONDS
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

Proul Center for Educational and Behavioral Change, Inc.
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

10/20 19 80
(Date)

Evelyn Proul, Director
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Pratt Center

Name of Subgrantee

Authorized Signature

10/30/80

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

   a. It will comply wity the Pequirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and Pl 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.

   b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.

   c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.

   d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).

   e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.

   f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

   g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.

   i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.

2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.

3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:

   a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.

   b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

   c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.

   d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).

   e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).

g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).

h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).

j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.

k. For grants, subgrants, contracts, and subcontracts in excess of $100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).

m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).

n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).

p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).

r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).

t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the appliable State workers' compensation statute (20 CFR 676.27).

u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).

v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary whall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).

x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).

y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

[illegible] Center for Educational & Behavioral Change, Inc.
(Legal Name of SUBGRANTEE)

10/30 19 80
(Date)

(Signature of Authorized Officer)

Director
(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT

ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.

B. Establish a monitoring system of all employment practices related to the employment of women and minorities.

C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.

D. Insure that all employees have equal opportunities and equal treatment.

E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.

F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

Date: ____________________

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: ____________________

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objectivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitative y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliacion política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén respresentados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada pro el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las accions especificas requeridas por esta plan incluiran:

A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.

B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.

C. Establecer objetivos específicos, guías y registros para asi determinar el éxito o la falla en el cumplimiento de las leyes que prohiben la discriminacion.

D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.

E. Asegurar que se apliquen medidas disciplinaries en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.

F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientatdos a las minorias y mujeres y asi mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sico delegada al Administrador Ejecutive, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.	BETSY A. MARCHAND Mesa de Supervisores, Condado de Yolo
Fecha:____________________	Fecha:____________________

I. COMPLIANCE STATEMENT

I, Evelyn Proud, AM RESPONSIBLE FOR

Proud Center AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 Fi[illegible] Street, Woodland, California [illegible]695

CETA OPERATING BUDGET

TITLE: II D

CONTRACT NO.

☐ ORGINAL ☐ REVISION NO.

DATE 9-16-80

Subgrantee Name and Address:
Praul Center
P.O. Box 405
Davis, CA 95616

Contact Person: Evelyn Praul
Phone 756-2879
Period: From 10-1-80 To 9-30-80
Program Name:

	ACTIVITY								
MONTH	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	TOTAL
OCT.						793			793
NOV.						793			793
DEC.						793			793
JAN.						831			831
FEB.						831			831
MAR.						831			831
APR.						831			831
MAY						831			831
JUNE						831			831
JULY						831			831
AUG.						832			832
SEPT.						832			832
TOTAL						9,860			9,860

	COST CATEGORY							
MONTH	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	TOTAL
OCT.			676	117				793
NOV.			676	117				793
DEC.			676	117				793
JAN.			710	121				831
FEB.			710	121				831
MAR.			710	121				831
APR.			710	121				831
MAY			710	121				831
JUNE			710	121				831
JULY			710	121				831
AUG.			711	121				832
SEPT.			711	121				832
TOTAL			8,420	1,440				9,860

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Name and Title of Authorized Official

Evelyn Praul, Director
Signature

For CETA Approval Only:

Fiscal Officer 9-2- Date

CETA Director 9-24-80 Date

YC 105 (10-79)

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Praul Center
2. Title VI Project Name:
3. Position Title: Child Care Trainee
4. Date Submitted: 9-16-80

	5. Actual Costs	6. Federal Costs
7. Total Salary Per Month	$	$ 676.30
a. Base Salary	$	$ 676.30
b. Additional Holiday Pay	$	$ --
c. Additional Shify Differential Pay	$	$ --
8. Overtime Pay	$	$ --
9. Fringe Benefits	$	$ 82.90
a. Social Security...... .1226 %	$	$ 15.50
b. Medical Insurance	$	$ --
c. Dental Plan	$	$ --
d. Uniform Allowance	$	$
e. Workers'Compensation Rate X Expenience Rating X (Salary ÷ 100) ____ X .005 X 6.76 = ...	$	$ 3.38
f. Mileage 75 miles @ 20¢ per mile..........	$	$ 15.00
g. Other (specify)	$	$ --
____________________	$	$
10. Total Fringe Benefits Cost	$	$ 116.78
11. Total Position Cost	$	$ 793.08
12. Anticipated Salary Increases		
a. Cost of Living		
5 % Effective Date 1-1-81	$	$ 33.82
____ % Effective Date ____	$	$
b. Step Increases		
____ % Effective Date ____	$	$
____ % Effective Date ____	$	$
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	$	$ 8,420
b. Fringe Benefits	$	$ 1,440
c. Total	$	$ 9,860

14. Number of Positions Being Requested ________.

15. Prepared By: Christina Crist

(YC 101)

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female -	55%
Male -	45%
14-19 -	5%
20-21 -	17%
22-44 -	67%
45-54 -	7%
55+ -	4%
American Indian/ Alaskan Native -	2%
Asian/Pacific Islander -	3%
Black -	4%
Hispanic -	30%
White -	61%
Handicapped -	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.

Authorized Signature

10/30/80
Date